

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

**FINAL FEE APPLICATION COVER SHEET
FOR THE PERIOD JUNE 4, 2023 THROUGH JANUARY 12, 2024**

Debtor: In Re Cyxtera Technologies, Inc., *et al.*,¹ Applicant: Guggenheim Securities, LLC

Case No.: 23-14853 (JKS)
(Jointly Administered)

Client: Debtors and Debtors-in-Possession

Chapter 11

Cases Filed: June 4, 2023

COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION
UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746.

RETENTION ORDER ATTACHED.

Dated: January 25, 2024
New York, New York

GUGGENHEIM SECURITIES, LLC

By: /s/ Ronen Bojmel
Name: Ronen Bojmel
Title: Senior Managing Director
Guggenheim Securities LLC
*Investment Banker to the Debtors
and Debtors-in-Possession*

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

**SECTION I
FEE SUMMARY**

**FINAL FEE APPLICATION FOR THE PERIOD FROM
JUNE 4, 2023 THROUGH AND INCLUDING JANUARY 12, 2024²**

	<u>FEES</u>	<u>EXPENSES</u>
Total Previous Fee/Expenses Requested:	\$1,675,000.00 ³	\$75,708.85
Total Fees/Expenses Allowed to Date:	\$1,675,000.00	\$75,708.85
Total Retainer (If Applicable):	\$0.00	\$0.00
Total Holdback (If Applicable):	\$300,000.00 ⁴	\$0.00
Total Received by Guggenheim Securities, LLC:	\$1,375,000.00	\$75,708.85

² Unless otherwise stated, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the *Debtors' Application for Entry of an Order (I) Authorizing the Debtors to Retain and Employ Guggenheim Securities LLC, as Investment Banker Effective as of the Petition Date, and (II) Modifying Certain Timekeeping Requirements, and (III) Granting Related Relief ("Retention Application")* [Docket No. 192].

³ The \$1,675,000 fee total consists of a July 1, 2023 Monthly Fee in the amount of \$175,000 and a Financing Fee in the amount of \$1,500,000 (1.00% of \$150,000,000.00 New Money Loans (as defined in the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief ("Final Cash Collateral Order")* [Docket No. 297])).

⁴ The \$300,000 holdback amount is on account of 20% of the Financing Fee. With respect to the Monthly Fee, the Retention Order authorizes the Debtors to pay Guggenheim Securities' Monthly Fees in full each month when required under the Amended Engagement Letter without a prior fee application; provided however, that such Monthly Fees shall be subject to review and approval in any interim fee applications.

SUMMARY OF MONTHLY FEES DURING COMPENSATION PERIOD OF JUNE 4, 2023 THROUGH AND INCLUDING JANUARY 12, 2024

June 4, 2023 – January 12, 2024	
Category	Amount
July 1, 2023	\$175,000.00
August 1, 2023	\$175,000.00
September 1, 2023	\$175,000.00
October 1, 2023	\$175,000.00
November 1, 2023	\$175,000.00
December 1, 2023	\$175,000.00
January 1, 2024	\$175,000.00
Total	\$1,225,000.00

SUMMARY OF TRANSACTION FEES DURING COMPENSATION PERIOD OF JUNE 4, 2023 THROUGH AND INCLUDING JANUARY 12, 2024

June 4, 2023 – January 12, 2024	
Category	Amount
Financing Fee	\$1,500,000.00
Sale Transaction Fee	\$18,443,395.37
Total	\$19,943,395.37

SECTION II
SUMMARY OF SERVICES

**SUMMARY OF PROFESSIONALS' TIME DURING COMPENSATION PERIOD OF
JUNE 4, 2023 THROUGH AND INCLUDING JANUARY 12, 2024**

Time by Professional		
Name	Title	Total Hours
Ronen Bojmel	Senior Managing Director	1,032.0
Malcolm Morris	Senior Managing Director	245.5
Alexander Ramirez	Senior Managing Director	351.5
Joshua Mendelsohn	Vice President	1,273.5
Kushagra Urs	Vice President	713.0
Andrew Goodman	Associate	1,248.0
Andrei Secu	Associate	29.0
Kendall Cohen	Analyst	835.5
Elizabeth Fitzgerald	Analyst	482.0
Total		6,210.0

HOURS BY CATEGORY
JUNE 4, 2023 THROUGH AND INCLUDING JANUARY 12, 2024

Time by Category		
Project Category		Total Hours
Case Administration		1,140.0
Coordination of Creditors		833.5
Financial Analysis		344.0
General Correspondence		1,852.5
Sale Related Activities		2,011.0
Travel Time		29.0
Total		6,210.0

SECTION III
SUMMARY OF DISBURSEMENTS

SUMMARY OF EXPENSES DURING COMPENSATION PERIOD OF
JUNE 4, 2023 THROUGH AND INCLUDING JANUARY 12, 2024

Expenses by Category	
Expense Category	Amount
Communication	\$11.76
Legal	\$155,756.00
Meals	\$5,950.53
Travel	\$4,860.57
Total	\$166,578.86

**SECTION IV
CASE HISTORY**

1. Date cases filed: June 4, 2023
2. Chapter under which case commenced: Chapter 11
3. Date of retention: July 18, 2023, effective as of June 4, 2023.

If limit on number of hours or other limitations to retention, set forth: N/A

4. Summarize in brief the benefits to the estate and attach supplements as needed:⁵
 - a. **Financial Analysis:** Assisting with the Debtors' review and analysis of their business and financial condition, including, among other things, assisting with, in coordination with the Debtors' financial advisor, AP Services, LLC: (i) the review of presentation materials related to the Debtors' business plan; (ii) the review and analysis of the Debtors' cash flow forecasts; and (iii) assisting the Debtors with a range of other financial analyses;
 - b. **Case Administration:** Assisting the Debtors (in coordination with Debtors' legal counsel) in connection with the administration of these chapter 11 cases, including, among other things, advising and assisting the Debtors with the execution of certain pertinent pieces of their overall strategy and related action plans, and their preparation for Board presentations and discussions with key stakeholders;
 - c. **Coordination of Creditors:** Assisting the Debtors in connection with, among other things: (i) discussions and meetings with creditors and other key stakeholders (and their associated advisors) and (ii) the Debtors' coordination of due diligence materials with those stakeholders and their advisors. This category also includes advisor-only discussions between the Guggenheim Securities team and the advisors to other constituents;
 - d. **Sale Related Activities:** Assisting the Debtors in connection with their sale efforts including, without limitation, assisting with the Debtors' (i) preparation of related marketing and due diligence materials, (ii) solicitation and review of proposals from prospective buyers, (iii) coordination of due diligence materials with prospective buyers, and (iv) negotiation and documentation of such sales, in coordination with Debtors' counsel;

⁵ The following summary is intended to highlight the general categories of services the Applicant rendered on behalf of the Debtors and for the benefit of the estates; it is not intended to itemize each and every professional service which the Applicant performed.

- e. **General Correspondence:** Telephone calls, emails, and other communications with the internal Guggenheim Securities team, the Debtors and their advisors and other constituents throughout the case regarding various matters pertaining to the Debtors' chapter 11 cases; review of the Debtors' filings and any news items pertaining thereto; and
 - f. **Travel Time:** Time spent traveling on behalf of the Debtors, including travel time to and from the Debtors' headquarters and the Court.
5. Anticipated distribution to creditors:
- a. Administration expenses: Paid in full in accordance with the *Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 694] (the "Plan").
 - b. Secured creditors: To be paid in accordance with the Plan.
 - c. Priority creditors: To be paid in accordance with the Plan.
 - d. General unsecured creditors: To be paid in accordance with the Plan.
6. Final disposition of case and percentage of dividend paid to creditors: Distributions to creditors will be made in accordance with the Plan.

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

FINAL FEE APPLICATION OF GUGGENHEIM SECURITIES, LLC

¹A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

**AS INVESTMENT BANKER TO THE DEBTORS AND DEBTORS IN POSSESSION
FOR COMPENSATION FOR PROFESSIONAL SERVICES RENDERED AND
REIMBURSEMENT OF EXPENSES INCURRED FOR THE PERIOD OF
JUNE 4, 2023 THROUGH AND INCLUDING JANUARY 12, 2024**

TO THE HONORABLE JOHN K. SHERWOOD

UNITED STATES BANKRUPTCY JUDGE:

Guggenheim Securities, LLC (“Guggenheim Securities”), the investment banker for the above captioned debtors and debtors in possession (the “Debtors”), hereby submits this final fee application (this “Final Fee Application”), requesting entry of an order, pursuant to sections 328 and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”), (a) granting final approval and allowance of compensation for professional services to the Debtors during the period from June 4, 2023 to and including January 12, 2024 (the “Final Compensation Period”) in the amount of \$21,168,395.37, (b) granting final approval and allowance of Guggenheim Securities’ expenses incurred during the Final Compensation Period in connection with such services in the amount of \$166,578.86 and (c) directing payment of all such approved and allowed compensation and expenses, less any amounts previously paid for such compensation and expenses. In support of this Final Fee Application, Guggenheim Securities respectfully states as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of New Jersey (this “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). The Debtors confirm their consent to the entry of a final

order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory and other bases for the relief requested in this Final Fee Application are sections 328(a) and 330 of the Bankruptcy Code, Bankruptcy Rule 2016, Local Rule 2016-1, and the Retention Order (as defined below).

BACKGROUND

4. On June 4, 2023 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the Debtors, their businesses, and the facts and circumstances supporting the Debtors’ chapter 11 cases and this Application are set forth in greater detail in the *Declaration of Eric Koza, Chief Restructuring Officer of Cyxtera Technologies, Inc., in Support of the Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”) [Docket No. 20], which is incorporated herein by reference.

5. On June 30, 2023, the Debtors filed the Retention Application to retain and employ Guggenheim Securities as their investment banker, effective as of the Petition Date, pursuant to the terms of that certain engagement letter between Guggenheim Securities and the Debtors, dated as of April 1, 2023, effective as of December 14, 2022 (together with the Annex and the Indemnification Provisions attached thereto, the “Engagement Letter”), as amended by that certain letter agreement between the Debtors and Guggenheim Securities, dated as of May 18, 2023

(the “Amendment”, and the Engagement Letter, as amended by the Amendment, the “Amended Engagement Letter”).²

6. On July 18, 2023, the Court entered its order approving the Retention Application [Docket No. 287] (the “Retention Order”), attached hereto as Exhibit C. Copies of the Engagement Letter and the Amendment were appended to the Retention Order as Exhibit 1 and 2, respectively.

7. On November 17, 2023, the Court confirmed the Plan pursuant to the *Revised Findings of Fact, Conclusions of Law, and Order Confirming the Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 718] (the “Confirmation Order”). Pursuant to the Confirmation Order, the Court also approved that certain Sale Transaction (as described and defined in the Confirmation Order).

8. On January 12, 2024, the Debtors filed a notice of effective date [Docket No. 855].³

TERMS OF GUGGENHEIM SECURITIES’ RETENTION

9. The Retention Order approved the payment of (among other fees and expenses) the following fees to Guggenheim Securities, as set forth in greater detail in the Retention Application, the Amended Engagement Letter and the Retention Order:⁴

a. **Monthly Fees.**

² Unless otherwise stated, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Amended Engagement Letter.

³ This Final Fee Application includes fees and expenses incurred through the Plan Effective Date.

⁴ To the extent there is any inconsistency between the summary of the fee and expense structure set forth herein and the terms of the Amended Engagement Letter, as modified by the Retention Order, the terms of the Amended Engagement Letter, as modified by the Retention Order, shall control.

- i. The Company will pay Guggenheim Securities a non-refundable cash fee of \$175,000 per month (each, a “Monthly Fee”), which will be due and paid by the Company in advance promptly upon the effective date of the Amended Engagement Letter and, thereafter, on the first business day of each month during the period of Guggenheim Securities’ engagement under the Amended Engagement Letter, in each case, whether or not any Transaction is consummated.
- ii. With respect to (and solely with respect to) the first through the third full Monthly Fees actually paid under the Amended Engagement Letter, an amount equal to 100% of such Monthly Fees actually paid to Guggenheim Securities shall be credited (but only once) against any Restructuring Transaction Fee or Liability Management Transaction Fee that thereafter becomes payable pursuant to Section 4(b) or 4(c) of the Amended Engagement Letter; it being understood, for the avoidance of doubt, that such crediting availability set forth in this paragraph, having been fully utilized prior to the A&R Date, is no longer available.

b. **Restructuring Transaction Fee(s).**

- i. If any Restructuring Transaction is consummated or otherwise becomes effective during the period of Guggenheim Securities’ engagement (or following any expiration or termination of such engagement, subject to Section 7(c) of the Amended Engagement Letter), then, in each case, the Company will pay Guggenheim Securities a cash fee (each, a “Restructuring Transaction Fee”) in an amount equal to 1.00% of the Aggregate Restructuring Value relating to such Restructuring Transaction.
- ii. Any such Restructuring Transaction Fee will be payable promptly upon the consummation of any Restructuring Transaction (or, if earlier, upon such time as any Restructuring Transaction first becomes effective).

c. **Financing Fee(s).**

- i. If any Financing Transaction is consummated during the period of Guggenheim Securities’ engagement (or following any expiration or termination of such engagement, subject to Section 7(c) of the Amended Engagement Letter), then, in each case, the Company will pay Guggenheim Securities one or more cash fees (each, a “Financing Fee”) in an amount equal to the sum of:

(A) 100 basis points (1.00%) of the aggregate face amount of any new money debt obligations (including the face amount of any related commitments) to be issued or raised by the Company in any Debt Financing that is secured by first priority liens over the Company's assets; plus

(B) 200 basis points (2.00%) of the aggregate face amount of any new money debt obligations (including the face amount of any related commitments) to be issued or raised by the Company in any Debt Financing that is not covered by Section 4(d)(i)(A) of the Amended Engagement Letter; plus

(C) 300 basis points (3.00%) of the aggregate amount of gross proceeds (including the face amount of any related commitments) raised by the Company in any Equity Financing that is not covered by Section 4(d)(i)(D) of the Amended Engagement Letter; plus

(D) 400 basis points (4.00%) of the aggregate amount of gross proceeds (including the face amount of any related commitments) raised by the Company in any Equity Financing pursuant to which the Company raises, sells, places or issues shares of common stock; plus

(E) With respect to any other securities or indebtedness issued that is not otherwise covered by Sections 4(d)(i)(A) to 4(d)(i)(D) of the Amended Engagement Letter, such financing fees, underwriting discounts, placement fees or other compensation as customary under the circumstances and mutually agreed in writing in advance by the Company and Guggenheim Securities.

- ii. Financing Fees for any Financing Transaction will be payable upon the consummation of the related Financing Transaction.

d. **Sale Transaction Fee(s).**

- i. If any Sale Transaction is consummated during the period of Guggenheim Securities' engagement (or following any expiration or termination of such engagement, subject to Section 7(c) of the Amended Engagement Letter), then in each case, the Company will pay Guggenheim Securities a cash fee (each, a "Sale Transaction Fee") in an amount equal to 1.00% of the Aggregate Sale Consideration relating to such Sale Transaction.
- ii. Any such Sale Transaction Fee will be payable promptly upon the consummation of any Sale Transaction.

RELIEF REQUESTED

10. By this Final Fee Application, Guggenheim Securities requests entry of an order, (a) granting final approval and allowance of compensation for professional services to the Debtors during the Final Compensation Period in the amount of \$21,168,395.37, (b) granting final approval and allowance of Guggenheim Securities' expenses incurred during the Final Compensation Period in connection with such services in the amount of \$166,578.86 and (c) directing payment of all such approved and allowed compensation and expenses, less any amounts previously paid for such compensation and expenses.

11. During the Final Compensation Period, certain Monthly Fees, a Financing Fee, and a Sale Transaction Fee became payable to Guggenheim Securities pursuant to the terms of the Amended Engagement Letter, as modified by the Retention Order.

12. With respect to Monthly Fees, during the Final Compensation Period, \$1,225,000.00 became payable to Guggenheim Securities on account of seven (7) Monthly Fees for the months of July 2023, August 2023, September 2023, October 2023, November 2023, December 2023 and January 2024.

13. With respect to the Financing Fee, a \$1,500,000.00 Financing Fee became payable to Guggenheim Securities on account of the \$150,000,000.00 New Money Loans (as defined in the Final Cash Collateral Order).

14. With respect to the Sale Transaction Fee, a \$18,443,395.37 Sale Transaction Fee became payable to Guggenheim Securities on account of the Sale Transaction. The Sale Transaction Fee is comprised of 1.0% of (a) the consideration paid directly and/or indirectly in connection with the Sale Transaction in accordance with Section 4(e)(iii)(A) of the Amended

Engagement Letter plus (b) the lease obligations assumed in connection with the Sale Transaction under Section 4(e)(iii)(B) of the Amended Engagement Letter. The consideration paid directly and/or indirectly in connection with the Sale Transaction includes the \$775,000,000 cash purchase price plus \$97,313,534.43 paid to the lenders from the business' balance sheet cash as part of the consideration agreed by the purchasers to be paid to the lenders in connection with the Sale Transaction ($\$775,000,000 + \$97,313,534.43 = \$872,313,534.43$).⁵ The lease obligations assumed in accordance with the Sale Transaction equal \$972,026,003.00.⁶ A schedule detailing the leases and corresponding obligations assumed in connection with the Sale Transaction is attached hereto as **Exhibit D**.

15. All services for which compensation is requested by Guggenheim Securities were performed during the Final Compensation Period on behalf of the Debtors.

16. Although Guggenheim Securities, in line with market convention, does not bill by the hour, Guggenheim Securities has kept track of its post-petition time in one-half hour increments in accordance with the Retention Order. Time records for the Final Compensation Period (other than time records attached to the previously filed fee statements) are attached hereto as **Exhibit A**. During the Final Compensation Period, Guggenheim Securities professionals spent approximately 6,210 hours providing investment banking services to the Debtors.

⁵ The \$97,313,534.43 figure set forth above does not include proceeds from the Debtors' sale of Canadian properties to Cologix or cash consideration in addition to the \$775,000,000 cash purchase price provided by purchasers with respect to excess net working capital at closing, among other items.

⁶ The above lease balance amounts are estimates from the Company provided on January 25, 2024. To the extent the Company provides updated lease balance amounts prior to any hearing on this Final Fee Application, and only to the extent that such updated lease balance amounts would result in a lower Sale Transaction Fee for Guggenheim Securities, Guggenheim Securities will file a supplement to this Final Fee Application using the updated lease balance amounts.

17. The fees charged by Guggenheim Securities have been billed in accordance with the Amended Engagement Letter and the Retention Order and are comparable to those fees charged by Guggenheim Securities for professional services rendered in connection with similar chapter 11 cases and non-bankruptcy matters. Guggenheim Securities submits that such fees are reasonable based upon the customary compensation charged by similarly skilled practitioners in comparable bankruptcy cases and non-bankruptcy matters in the competitive national investment banking market.

18. There is no agreement or understanding between Guggenheim Securities and any other person, other than members of the firm, for the sharing of compensation to be received for services rendered in these chapter 11 cases.

ACTUAL AND NECESSARY EXPENSES

19. Guggenheim Securities also incurred certain necessary expenses during the Final Compensation Period for which it is entitled to reimbursement under the Amended Engagement Letter. Details for the expenses incurred during the Final Compensation Period (other than the expense detail attached to the previously filed monthly fee statements) are attached hereto as **Exhibit B**. Guggenheim Securities' total expenses incurred during the Final Compensation Period in connection with its services to the Debtors are \$166,578.86.

BASIS FOR RELIEF

20. Section 328(a) of the Bankruptcy Code allows a professional to obtain prior court approval of the terms of its retention. *See 11 U.S.C. § 328(a).* Under section 328(a), a professional may avoid uncertainty by obtaining (i) advance court approval of compensation terms agreed to with the estate and (ii) a court's finding that such terms are "reasonable" in advance of the

professional's providing related services. *See In re Nat'l Gypsum Co.*, 123 F.3d 861, 862–63 (5th Cir. 1997). Section 328(a) explicitly contemplates court approval of contingent fees. *See* 11 U.S.C. § 328(a) (“The trustee . . . with the court’s approval, may employ or authorize the employment of a professional person . . . on any reasonable terms and conditions of employment, including . . . on a fixed or percentage fee basis, or on a contingent fee basis.”).

21. If a court has entered an order authorizing a professional's employment that “expressly and unambiguously states specific terms and conditions (e.g., specific hourly rates or contingency fee arrangements) that are being approved pursuant to the first sentence of Section ‘328(a),” the court is constrained to apply only the “improvident” standard of section 328(a) in any later review of such professional's requested compensation. *Zolfo, Cooper & Co. v. Sunbeam-Oster Co., Inc.*, 50 F.3d 253, 261 (3d Cir. 1995).

22. Under the section 328(a) standard, a bankruptcy court wishing to render a previously approved fee arrangement “improvident” must find that there have been “developments not capable of being anticipated at the time of the fixing of the terms and conditions” of the engagement. 11 U.S.C. § 328(a). It is not enough that developments in a case are simply unforeseen. *Daniels v. Barron (In re Barron)*, 225 F.3d 583, 585 (5th Cir. 2000).

23. Section 330 of the Bankruptcy Code, moreover, provides that a court may award a professional employed under section 327 of the Bankruptcy Code “reasonable compensation for actual, necessary services rendered . . . and reimbursement for actual, necessary expenses.” 11 U.S.C. § 330(a)(1). Section 330 also sets forth the following non-exclusive criteria for the award of such compensation and reimbursement:

In determining the amount of reasonable compensation to be awarded to . . . [a] professional person, the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors, including –

- A. the time spent on such services;
- B. the rates charged for such services;
- C. whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;
- D. whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, or task addressed;
- E. with respect to a professional person, whether the person is board certified or otherwise has demonstrated skill and experience in the bankruptcy field; and
- F. whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

11 U.S.C. § 330(a)(3); *see also In re XO Commc'ns, Inc.*, 398 B.R. 106, 113 (Bankr. S.D.N.Y. 2008) (stating that, “in considering a transaction fee, courts recognize that certain of these factors do not apply, such as ‘time spent’ or the ‘rates charged’”) (quoting *In re Intelogic Trace, Inc.*, 188 B.R. 557, 559 (Bankr. W.D. Tex. 1995)).

24. Here, the Retention Order approved Guggenheim Securities’ compensation under section 328(a) of the Bankruptcy Code as to all parties except the U.S. Trustee, which retained the right to review Guggenheim Securities’ compensation based on the reasonableness standard of section 330.

25. Each component of Guggenheim Securities’ compensation that became payable during the Final Compensation Period was earned under the terms of the Court-approved Amended

Engagement Letter, as modified by the Retention Order. Guggenheim Securities submits that the services it performed on behalf of the Debtors, as summarized above and as more fully described in Guggenheim Securities' time records, were necessary for and beneficial to the Debtors' estates. Moreover, Guggenheim Securities' services were consistently performed in a timely, expert and considered manner commensurate with the complexity and importance of the issues involved.

26. No previous application for the relief sought herein has been made to this or any other Court.

CERTIFICATION OF COMPLIANCE

27. The undersigned has reviewed the requirements of Local Rule 2016-1 and certifies that, to the best of his knowledge, information and belief, this Final Fee Application complies with that rule.

WHEREFORE, Guggenheim Securities requests entry of an order, (a) granting final approval and allowance of compensation for professional services to the Debtors during the Final Compensation Period in the amount of \$21,168,395.37, (b) granting final approval and allowance of Guggenheim Securities' expenses incurred during the Final Compensation Period in connection with such services in the amount of \$166,578.86 and (c) directing payment of all such approved and allowed compensation and expenses, less any amounts previously paid for such compensation and expenses.

Dated: January 25, 2024
New York, New York

GUGGENHEIM SECURITIES, LLC

By: /s/ Ronen Bojmel

Name: Ronen Bojmel

Title: Senior Managing Director
Guggenheim Securities LLC

Exhibit A

Time Records

Guggenheim Securities

EXHIBIT B

**GUGGENHEIM SECURITIES, LLC
HOURLY SUMMARY FOR THE PERIOD
August 1, 2023 THROUGH January 12, 2024**

8/3/2023	Thursday	Sale Related Activities	Ronen Bojmel	1.0	Calls / meetings / correspondence with third parties re sale process
8/3/2023	Thursday	General Correspondence	Ronen Bojmel	2.0	Calls / meetings / correspondence with Debtor
8/3/2023	Thursday	Coordination of Creditors	Ronen Bojmel	0.5	Bi-Weekly Lender Discussion with Debtor / advisors and Lenders / Lenders' advisors
8/3/2023	Thursday	General Correspondence	Ronen Bojmel	1.0	Review of materials for Debtor re Special Committee
8/3/2023	Thursday	General Correspondence	Ronen Bojmel	1.0	Calls / meetings / correspondence with Special Committee
8/3/2023	Thursday	General Correspondence	Ronen Bojmel	2.0	Calls / meetings / correspondence with other advisors
8/3/2023	Thursday	General Correspondence	Ronen Bojmel	1.0	Review of materials for Debtor re Special Committee
8/3/2023	Thursday	General Correspondence	Ronen Bojmel	1.0	Calls / meetings / correspondence with Special Committee
8/4/2023	Friday	Sale Related Activities	Andrew Goodman	1.0	Calls / meetings / correspondence with third parties re sale process
8/4/2023	Friday	General Correspondence	Andrew Goodman	1.0	Calls / meetings / correspondence with internal team
8/4/2023	Friday	General Correspondence	Andrew Goodman	3.0	Calls / meetings / correspondence with other advisors
8/4/2023	Friday	Sale Related Activities	Elizabeth Fitzgerald	1.0	Calls / meetings / correspondence with third parties re sale process
8/4/2023	Friday	Sale Related Activities	Joshua Mendelsohn	1.0	Calls / meetings / correspondence with third parties re sale process
8/4/2023	Friday	Case Administration	Joshua Mendelsohn	3.0	General case management and administration
8/4/2023	Friday	General Correspondence	Joshua Mendelsohn	2.0	Calls / meetings / correspondence with internal team
8/4/2023	Friday	Sale Related Activities	Kendall Cohen	1.0	Calls / meetings / correspondence with third parties re sale process
8/4/2023	Friday	Sale Related Activities	Kendall Cohen	3.0	Processing / facilitating sale process diligence requests
8/4/2023	Friday	General Correspondence	Kushagra Urs	2.0	Calls / meetings / correspondence with third parties re sale process
8/4/2023	Friday	Case Administration	Kushagra Urs	1.0	General case management and administration
8/4/2023	Friday	General Correspondence	Ronen Bojmel	3.0	Calls / meetings / correspondence with other advisors
8/6/2023	Sunday	Travel Time	Ronen Bojmel	3.0	Calls / meetings / correspondence with Debtor
8/7/2023	Monday	General Correspondence	Kendall Cohen	5.5	Travel to / from Company headquarters
8/7/2023	Monday	Sale Related Activities	Alexander Ramirez	0.5	Calls / meetings / correspondence with Debtor / advisors
8/7/2023	Monday	General Correspondence	Alexander Ramirez	1.0	Calls / meetings / correspondence with third parties re sale process
8/7/2023	Monday	General Correspondence	Andrew Goodman	0.5	Calls / meetings / correspondence with Debtor / advisors
8/7/2023	Monday	Sale Related Activities	Andrew Goodman	2.0	Calls / meetings / correspondence with internal team
8/7/2023	Monday	Case Administration	Andrew Goodman	1.0	Calls / meetings / correspondence with third parties re sale process
8/7/2023	Monday	General Correspondence	Andrew Goodman	3.0	General case management and administration
8/7/2023	Monday	General Correspondence	Elizabeth Fitzgerald	0.5	Calls / meetings / correspondence with Debtor / advisors
8/7/2023	Monday	Sale Related Activities	Elizabeth Fitzgerald	1.0	Calls / meetings / correspondence with third parties re sale process
8/7/2023	Monday	Case Administration	Elizabeth Fitzgerald	1.0	General case management and administration
8/7/2023	Monday	General Correspondence	Joshua Mendelsohn	3.0	General case management and administration
8/7/2023	Monday	Sale Related Activities	Joshua Mendelsohn	0.5	Calls / meetings / correspondence with Debtor / advisors
8/7/2023	Monday	Coordination of Creditors	Joshua Mendelsohn	1.0	Calls / meetings / correspondence with third parties re sale process
8/7/2023	Monday	General Correspondence	Joshua Mendelsohn	3.0	Calls / meetings / correspondence with other advisors
8/7/2023	Monday	Sale Related Activities	Joshua Mendelsohn	2.0	Calls / meetings / correspondence with internal team
8/7/2023	Monday	Travel Time	Joshua Mendelsohn	5.0	Attend in-person meeting with potential bidder
8/7/2023	Monday	General Correspondence	Kushagra Urs	10.0	Travel to / from Company headquarters
8/7/2023	Monday	Sale Related Activities	Kushagra Urs	0.5	Calls / meetings / correspondence with Debtor / advisors
8/7/2023	Monday	Financial Analysis	Kushagra Urs	1.0	Calls / meetings / correspondence with third parties re sale process
8/7/2023	Monday	General Correspondence	Malcolm Morris	2.0	Review of financial analysis
8/7/2023	Monday	Sale Related Activities	Malcolm Morris	0.5	Calls / meetings / correspondence with Debtor / advisors
8/7/2023	Monday	Case Administration	Malcolm Morris	1.0	Calls / meetings / correspondence with third parties re sale process
8/7/2023	Monday	General Correspondence	Ronen Bojmel	2.0	Calls / meetings / correspondence with Debtor / advisors
8/7/2023	Monday	Sale Related Activities	Ronen Bojmel	1.0	Calls / meetings / correspondence with third parties re sale process
8/7/2023	Monday	Case Administration	Ronen Bojmel	1.0	Calls / meetings / correspondence with Debtor / advisors
8/7/2023	Monday	General Correspondence	Kushagra Urs	0.5	Calls / meetings / correspondence with Debtor / advisors
8/7/2023	Monday	Sale Related Activities	Kushagra Urs	1.0	Calls / meetings / correspondence with third parties re sale process
8/7/2023	Monday	Financial Analysis	Kushagra Urs	2.0	Review of financial analysis
8/7/2023	Monday	General Correspondence	Malcolm Morris	0.5	Calls / meetings / correspondence with Debtor / advisors
8/7/2023	Monday	Coordination of Creditors	Malcolm Morris	1.0	Calls / meetings / correspondence with Debtor / advisors re bi-weekly checkpoint call
8/8/2023	Tuesday	General Correspondence	Alexander Ramirez	0.5	Calls / meetings / correspondence with Lenders' advisors
8/8/2023	Tuesday	Coordination of Creditors	Alexander Ramirez	1.0	Calls / meetings / correspondence with Debtor / advisors re bi-weekly checkpoint call
8/8/2023	Tuesday	General Correspondence	Andrew Goodman	1.0	Calls / meetings / correspondence with Debtor / advisors re bi-weekly checkpoint call
8/8/2023	Tuesday	Coordination of Creditors	Andrew Goodman	0.5	Calls / meetings / correspondence with Lenders' advisors
8/8/2023	Tuesday	General Correspondence	Elizabeth Fitzgerald	2.5	General case management and administration
8/8/2023	Tuesday	Sale Related Activities	Elizabeth Fitzgerald	1.0	Calls / meetings / correspondence with Debtor / advisors re bi-weekly checkpoint call
8/8/2023	Tuesday	Case Administration	Elizabeth Fitzgerald	0.5	Calls / meetings / correspondence with Lenders' advisors
8/8/2023	Tuesday	General Correspondence	Joshua Mendelsohn	1.0	Calls / meetings / correspondence with Debtor / advisors re bi-weekly checkpoint call
8/8/2023	Tuesday	Coordination of Creditors	Joshua Mendelsohn	1.0	Calls / meetings / correspondence with Debtor / advisors re bi-weekly checkpoint call
8/8/2023	Tuesday	General Correspondence	Joshua Mendelsohn	2.0	Calls / meetings / correspondence with internal team
8/8/2023	Tuesday	Sale Related Activities	Joshua Mendelsohn	2.0	Calls / meetings / correspondence with Debtor / advisors
8/8/2023	Tuesday	Case Administration	Joshua Mendelsohn	0.5	Calls / meetings / correspondence with Lenders' advisors
8/8/2023	Tuesday	General Correspondence	Kushagra Urs	3.0	Attend in-person meeting with potential bidder
8/8/2023	Tuesday	Coordination of Creditors	Kushagra Urs	2.0	General case management and administration
8/8/2023	Tuesday	General Correspondence	Kushagra Urs	5.5	Travel to / from Company headquarters
8/8/2023	Tuesday	Financial Analysis	Kushagra Urs	2.0	Review of financial analysis
8/8/2023	Tuesday	General Correspondence	Malcolm Morris	1.0	Calls / meetings / correspondence with Debtor / advisors re bi-weekly checkpoint call
8/8/2023	Tuesday	Coordination of Creditors	Malcolm Morris	0.5	Calls / meetings / correspondence with Lenders' advisors
8/8/2023	Tuesday	General Correspondence	Ronen Bojmel	1.0	Calls / meetings / correspondence with Debtor / advisors re bi-weekly checkpoint call
8/8/2023	Tuesday	Coordination of Creditors	Ronen Bojmel	0.5	Calls / meetings / correspondence with Lenders' advisors
8/9/2023	Wednesday	Coordination of Creditors	Andrew Goodman	0.5	Calls / meetings / correspondence with UCC advisors re sale process
8/9/2023	Wednesday	General Correspondence	Andrew Goodman	1.0	Calls / meetings / correspondence with internal team
8/9/2023	Wednesday	Case Administration	Andrew Goodman	4.0	General case management and administration
8/9/2023	Wednesday	Coordination of Creditors	Elizabeth Fitzgerald	0.5	Calls / meetings / correspondence with UCC advisors re sale process
8/9/2023	Wednesday	Case Administration	Elizabeth Fitzgerald	1.0	General case management and administration
8/9/2023	Wednesday	Coordination of Creditors	Joshua Mendelsohn	0.5	Calls / meetings / correspondence with UCC advisors re sale process
8/9/2023	Wednesday	General Correspondence	Joshua Mendelsohn	1.0	General case management and administration
8/9/2023	Wednesday	Coordination of Creditors	Joshua Mendelsohn	1.0	Calls / meetings / correspondence with UCC advisors re sale process
8/9/2023	Wednesday	General Correspondence	Joshua Mendelsohn	2.0	Calls / meetings / correspondence with Lenders' advisors
8/9/2023	Wednesday	Coordination of Creditors	Joshua Mendelsohn	0.5	Calls / meetings / correspondence with Debtor / advisors
8/9/2023	Wednesday	General Correspondence	Kendall Cohen	0.5	Calls / meetings / correspondence with UCC advisors re sale process
8/9/2023	Wednesday	Case Administration	Kendall Cohen	2.0	General case management and administration
8/9/2023	Wednesday	Financial Analysis	Kushagra Urs	2.0	Review of financial analysis
8/9/2023	Wednesday	Case Administration	Kushagra Urs	1.5	General case management and administration
8/9/2023	Wednesday	Coordination of Creditors	Kushagra Urs	1.5	Calls / meetings / correspondence with Debtor
8/9/2023	Wednesday	General Correspondence	Ronen Bojmel	0.5	Calls / meetings / correspondence with other advisors
8/9/2023	Wednesday	Coordination of Creditors	Ronen Bojmel	2.0	Calls / meetings / correspondence with Lenders' advisors
8/9/2023	Wednesday	General Correspondence	Ronen Bojmel	1.0	Calls / meetings / correspondence with Debtor / advisors
8/9/2023	Wednesday	Coordination of Creditors	Ronen Bojmel	0.5	Calls / meetings / correspondence with internal team
8/9/2023	Wednesday	General Correspondence	Ronen Bojmel	3.0	Calls / meetings / correspondence with Debtor
8/10/2023	Thursday	General Correspondence	Alexander Ramirez	1.0	Calls / meetings / correspondence with Debtor / advisors re bi-weekly checkpoint call
8/10/2023	Thursday	Coordination of Creditors	Alexander Ramirez	1.0	Calls / meetings / correspondence with other advisors and Lenders' advisors
8/10/2023	Thursday	Sale Related Activities	Alexander Ramirez	1.0	Calls / meetings / correspondence with third parties re sale process
8/10/2023	Thursday	General Correspondence	Andrew Goodman	1.0	Calls / meetings / correspondence with Debtor / advisors re bi-weekly checkpoint call
8/10/2023	Thursday	Coordination of Creditors	Andrew Goodman	1.0	Calls / meetings / correspondence with other advisors and Lenders' advisors
8/10/2023	Thursday	Sale Related Activities	Andrew Goodman	5.0	Attend in-person meeting with potential bidder
8/10/2023	Thursday	General Correspondence	Andrew Goodman	2.0	Assist with preparation / review of materials for Debtor re Special Committee
8/10/2023	Thursday	Travel Time	Andrew Goodman	0.5	Travel to / from meeting with 3rd Parties re: sale process

1/8/2024	Monday	General Correspondence	Kushagra Urs	0.5	Calls / meetings / correspondence with internal team
1/8/2024	Monday	Case Administration	Ronen Bojmel	0.5	Calls / meetings / correspondence with internal team and other advisors
1/8/2024	Monday	Case Administration	Ronen Bojmel	0.5	General case management and administration
1/8/2024	Monday	General Correspondence	Ronen Bojmel	0.5	Calls / meetings / correspondence with internal team
1/9/2024	Tuesday	General Correspondence	Alexander Ramirez	0.5	Calls / meetings / correspondence with internal team
1/9/2024	Tuesday	Case Administration	Andrew Goodman	0.5	Calls / meetings / correspondence with internal team and other advisors
1/9/2024	Tuesday	Case Administration	Andrew Goodman	0.5	General case management and administration
1/9/2024	Tuesday	General Correspondence	Andrew Goodman	0.5	Calls / meetings / correspondence with internal team
1/9/2024	Tuesday	Case Administration	Joshua Mendelsohn	0.5	Calls / meetings / correspondence with internal team and other advisors
1/9/2024	Tuesday	Case Administration	Joshua Mendelsohn	0.5	General case management and administration
1/9/2024	Tuesday	General Correspondence	Joshua Mendelsohn	0.5	Calls / meetings / correspondence with internal team
1/9/2024	Tuesday	General Correspondence	Kushagra Urs	0.5	Calls / meetings / correspondence with internal team
1/9/2024	Tuesday	General Correspondence	Malcolm Morris	0.5	Calls / meetings / correspondence with internal team
1/9/2024	Tuesday	Case Administration	Ronen Bojmel	0.5	Calls / meetings / correspondence with internal team and other advisors
1/9/2024	Tuesday	Case Administration	Ronen Bojmel	0.5	General case management and administration
1/9/2024	Tuesday	General Correspondence	Ronen Bojmel	0.5	Calls / meetings / correspondence with internal team
1/10/2024	Wednesday	General Correspondence	Alexander Ramirez	0.5	Calls / meetings / correspondence with internal team
1/10/2024	Wednesday	Case Administration	Andrew Goodman	0.5	Calls / meetings / correspondence with internal team and other advisors
1/10/2024	Wednesday	General Correspondence	Andrew Goodman	0.5	Calls / meetings / correspondence with internal team
1/10/2024	Wednesday	Case Administration	Joshua Mendelsohn	0.5	Calls / meetings / correspondence with internal team and other advisors
1/10/2024	Wednesday	General Correspondence	Joshua Mendelsohn	0.5	Calls / meetings / correspondence with internal team
1/10/2024	Wednesday	General Correspondence	Kendall Cohen	0.5	Calls / meetings / correspondence with internal team
1/10/2024	Wednesday	General Correspondence	Kushagra Urs	0.5	Calls / meetings / correspondence with internal team
1/10/2024	Wednesday	Case Administration	Malcolm Morris	0.5	Calls / meetings / correspondence with internal team
1/10/2024	Wednesday	General Correspondence	Ronen Bojmel	0.5	Calls / meetings / correspondence with internal team and other advisors
1/11/2024	Thursday	Case Administration	Ronen Bojmel	0.5	Calls / meetings / correspondence with internal team
1/11/2024	Thursday	Case Administration	Andrew Goodman	0.5	Calls / meetings / correspondence with internal team and other advisors
1/11/2024	Thursday	Case Administration	Andrew Goodman	0.5	General case management and administration
1/11/2024	Thursday	Case Administration	Joshua Mendelsohn	0.5	Calls / meetings / correspondence with internal team and other advisors
1/11/2024	Thursday	Case Administration	Joshua Mendelsohn	0.5	General case management and administration
1/11/2024	Thursday	Case Administration	Ronen Bojmel	0.5	Calls / meetings / correspondence with internal team and other advisors
1/11/2024	Thursday	Case Administration	Ronen Bojmel	0.5	General case management and administration
1/12/2024	Friday	General Correspondence	Alexander Ramirez	0.5	Calls / meetings / correspondence with internal team
1/12/2024	Friday	Case Administration	Andrew Goodman	0.5	Calls / meetings / correspondence with internal team and other advisors
1/12/2024	Friday	Case Administration	Andrew Goodman	0.5	General case management and administration
1/12/2024	Friday	General Correspondence	Andrew Goodman	0.5	Calls / meetings / correspondence with internal team
1/12/2024	Friday	Case Administration	Joshua Mendelsohn	0.5	Calls / meetings / correspondence with internal team and other advisors
1/12/2024	Friday	Case Administration	Joshua Mendelsohn	0.5	General case management and administration
1/12/2024	Friday	General Correspondence	Kushagra Urs	0.5	Calls / meetings / correspondence with internal team
1/12/2024	Friday	General Correspondence	Malcolm Morris	0.5	Calls / meetings / correspondence with internal team
1/12/2024	Friday	Case Administration	Ronen Bojmel	0.5	Calls / meetings / correspondence with internal team and other advisors
1/12/2024	Friday	Case Administration	Ronen Bojmel	0.5	General case management and administration
1/12/2024	Friday	General Correspondence	Ronen Bojmel	0.5	Calls / meetings / correspondence with internal team

Exhibit B

Expenses

Date	Category	Expense Incurred	Required Amount	Description
8/1/2023	Ground Transport	21.44	21.44	Joshua Philip Mendelsohn (11777)
8/1/2023	Ground Transport	15.85	15.85	Andrew Adam Goodman (13198)
8/2/2023	Ground Transport	23.92	23.92	Kendall Cohen (12844)
8/2/2023	Ground Transport	17.48	17.48	Andrew Adam Goodman (13198)
8/4/2023	Ground Transport	16.38	16.38	Andrew Adam Goodman (13198)
8/4/2023	Ground Transport	26.44	26.44	Kendall Cohen (12844)
8/5/2023	Ground Transport	24.01	24.01	Kendall Cohen (12844)
8/6/2023	Air Travel	389.19	389.19	Kendall Cohen (12844)
8/6/2023	Ground Transport	24.97	24.97	Kendall Cohen (12844)
8/6/2023	Ground Transport	29.29	29.29	Kendall Cohen (12844)
8/6/2023	Air Travel	342.23	342.23	Joshua Philip Mendelsohn (11777)
8/6/2023	Air Travel	257.00	257.00	Joshua Philip Mendelsohn (11777)
8/7/2023	Meals	30.00	30.00	Andrew Adam Goodman (13198)
8/7/2023	Meals	30.00	30.00	Andrew Adam Goodman (13198)
8/7/2023	Meals	25.34	25.34	Joshua Philip Mendelsohn (11777)
8/7/2023	Meals	30.00	30.00	Joshua Philip Mendelsohn (11777)
8/7/2023	Meals	29.82	29.82	Kendall Cohen (12844)
8/7/2023	Meals	29.99	29.99	Kendall Cohen (12844)
8/7/2023	Meals	30.00	30.00	Kendall Cohen (12844)
8/7/2023	Meals	30.00	30.00	Kendall Cohen (12844)
8/7/2023	Meals	29.16	29.16	Kendall Cohen (12844)
8/7/2023	Other	24.95	24.95	Kendall Cohen (12844)
8/7/2023	Other	28.00	28.00	Kendall Cohen (12844)
8/7/2023	Ground Transport	5.44	5.44	Kendall Cohen (12844)
8/7/2023	Meals	12.57	12.57	Kendall Cohen (12844)
8/7/2023	Ground Transport	84.54	84.54	Kendall Cohen (12844)
8/7/2023	Ground Transport	26.38	26.38	Kendall Cohen (12844)
8/7/2023	Other	10.00	10.00	Joshua Philip Mendelsohn (11777)
8/7/2023	Ground Transport	115.89	115.89	Joshua Philip Mendelsohn (11777)
8/7/2023	Other	24.95	24.95	Joshua Philip Mendelsohn (11777)
8/7/2023	Other	24.95	24.95	Joshua Philip Mendelsohn (11777)
8/7/2023	Other	28.00	28.00	Joshua Philip Mendelsohn (11777)
8/7/2023	Other	28.00	28.00	Joshua Philip Mendelsohn (11777)
8/8/2023	Ground Transport	26.30	26.30	Joshua Philip Mendelsohn (11777)
8/8/2023	Air Travel	211.36	211.36	Kendall Cohen (12844)
8/8/2023	Ground Transport	16.92	16.92	Kendall Cohen (12844)
8/8/2023	Ground Transport	18.92	18.92	Kendall Cohen (12844)
8/8/2023	Ground Transport	17.94	17.94	Kendall Cohen (12844)
8/8/2023	Meals	16.94	16.94	Kendall Cohen (12844)
8/8/2023	Ground Transport	20.23	20.23	Kendall Cohen (12844)
8/8/2023	Ground Transport	32.66	32.66	Joshua Philip Mendelsohn (11777)
8/8/2023	Ground Transport	146.66	146.66	Joshua Philip Mendelsohn (11777)
8/9/2023	Ground Transport	15.85	15.85	Andrew Adam Goodman (13198)
8/9/2023	Ground Transport	5.44	5.44	Kendall Cohen (12844)
8/9/2023	Ground Transport	80.96	80.96	Kendall Cohen (12844)
8/10/2023	Ground Transport	16.53	16.53	Andrew Adam Goodman (13198)
8/10/2023	Ground Transport	30.95	30.95	Kendall Cohen (12844)
8/11/2023	Ground Transport	37.90	37.90	Ronen A Bojmel (5923)
8/11/2023	Ground Transport	16.50	16.50	Andrew Adam Goodman (13198)
8/11/2023	Ground Transport	19.78	19.78	Andrew Adam Goodman (13198)
8/11/2023	Meals	580.00	580.00	Kushagra D Urs (9997)
8/11/2023	Ground Transport	23.86	23.86	Kendall Cohen (12844)
8/11/2023	Ground Transport	30.98	30.98	Kendall Cohen (12844)
8/11/2023	Ground Transport	5.44	5.44	Kendall Cohen (12844)
8/11/2023	Ground Transport	25.28	25.28	Ronen A Bojmel (5923)
8/12/2023	Ground Transport	25.85	25.85	Kendall Cohen (12844)
8/14/2023	Meals	29.84	29.84	Andrew Adam Goodman (13198)
8/14/2023	Meals	30.00	30.00	Andrew Adam Goodman (13198)
8/14/2023	Meals	30.00	30.00	Andrew Adam Goodman (13198)
8/14/2023	Meals	29.95	29.95	Kendall Cohen (12844)
8/14/2023	Meals	30.00	30.00	Kendall Cohen (12844)
8/14/2023	Meals	29.96	29.96	Kendall Cohen (12844)
8/15/2023	Ground Transport	15.85	15.85	Andrew Adam Goodman (13198)
8/15/2023	Ground Transport	21.82	21.82	Joshua Philip Mendelsohn (11777)
8/15/2023	Ground Transport	26.37	26.37	Kendall Cohen (12844)
8/16/2023	Ground Transport	15.85	15.85	Andrew Adam Goodman (13198)
8/16/2023	Ground Transport	5.92	5.92	Andrew Adam Goodman (13198)
8/16/2023	Ground Transport	27.90	27.90	Joshua Philip Mendelsohn (11777)
8/17/2023	Ground Transport	15.90	15.90	Andrew Adam Goodman (13198)
8/17/2023	Ground Transport	28.44	28.44	Joshua Philip Mendelsohn (11777)
8/20/2023	Ground Transport	26.91	26.91	Kendall Cohen (12844)
8/21/2023	Meals	30.00	30.00	Andrew Adam Goodman (13198)
8/21/2023	Meals	28.72	28.72	Andrew Adam Goodman (13198)
8/21/2023	Meals	30.00	30.00	Andrew Adam Goodman (13198)
8/21/2023	Meals	29.92	29.92	Andrew Adam Goodman (13198)
8/21/2023	Meals	30.00	30.00	Joshua Philip Mendelsohn (11777)
8/21/2023	Meals	30.00	30.00	Joshua Philip Mendelsohn (11777)
8/21/2023	Meals	30.00	30.00	Kendall Cohen (12844)
8/21/2023	Meals	30.00	30.00	Kendall Cohen (12844)
8/21/2023	Meals	30.00	30.00	Kushagra D Urs (9997)
8/22/2023	Ground Transport	22.91	22.91	Kendall Cohen (12844)
8/24/2023	Ground Transport	17.43	17.43	Joshua Philip Mendelsohn (11777)
8/28/2023	Meals	25.00	25.00	Andrew Adam Goodman (13198)
8/28/2023	Meals	23.64	23.64	Andrew Adam Goodman (13198)
8/28/2023	Meals	30.00	30.00	Kendall Cohen (12844)
8/28/2023	Meals	30.00	30.00	Kushagra D Urs (9997)
8/28/2023	Meals	30.00	30.00	Joshua Philip Mendelsohn (11777)
8/28/2023	Meals	62.92	62.92	Andrew Adam Goodman (13198)

Date	Category	Expense Incurred	Required Amount	Description
8/28/2023	Ground Transport	13.18	13.18	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - weekend work for client
9/6/2023	Ground Transport	13.43	13.43	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - late work for client
9/6/2023	Ground Transport	20.89	20.89	Kendall Cohen (12844) UBER TRIP from office to home, working on project
9/6/2023	Ground Transport	5.44	5.44	Kendall Cohen (12844) UBER TRIP Cancellation fee, from office to home
9/7/2023	Ground Transport	35.00	35.00	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - late work for client
9/8/2023	Ground Transport	19.77	19.77	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - late work for client
9/8/2023	Ground Transport	30.03	30.03	Ronen A Bojmel (5923) CREATIVE MOBILE from home to client meeting - Cyxtera
9/8/2023	Ground Transport	27.52	27.52	Kendall Cohen (12844) UBER TRIP from office to home, working on project
9/11/2023	Meals	30.00	30.00	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
9/11/2023	Meals	30.00	30.00	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
9/11/2023	Meals	30.00	30.00	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
9/11/2023	Meals	30.00	30.00	Joshua Philip Mendelsohn (11777) SHAREBITE INC 1 person - Overtime working meals
9/13/2023	Ground Transport	14.94	14.94	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - late work for client
9/13/2023	Ground Transport	20.96	20.96	Kendall Cohen (12844) UBER TRIP from office to home, working on project
9/14/2023	Ground Transport	17.61	17.61	Joshua Philip Mendelsohn (11777) UBER TRIP uber from office to home - late work for client
9/14/2023	Ground Transport	31.88	31.88	Joshua Philip Mendelsohn (11777) UBER TRIP uber from office to home - late work for client
9/14/2023	Ground Transport	16.23	16.23	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - late work for client
9/15/2023	Ground Transport	15.24	15.24	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - late work for client
9/15/2023	Ground Transport	26.87	26.87	Joshua Philip Mendelsohn (11777) UBER TRIP uber from office to home - late work for client
9/18/2023	Meals	31.20	31.20	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
9/18/2023	Meals	31.20	31.20	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
9/18/2023	Meals	30.00	30.00	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
9/18/2023	Meals	27.61	27.61	Joshua Philip Mendelsohn (11777) SHAREBITE INC 1 person - Overtime working meals
9/18/2023	Meals	30.60	30.60	Joshua Philip Mendelsohn (11777) SHAREBITE INC 1 person - Overtime working meals
9/18/2023	Meals	30.00	30.00	Joshua Philip Mendelsohn (11777) SHAREBITE INC 1 person - Overtime working meals
9/19/2023	Ground Transport	25.24	25.24	Joshua Philip Mendelsohn (11777) UBER TRIP uber from office to home - late work for client
9/19/2023	Ground Transport	12.52	12.52	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - late work for client
9/21/2023	Ground Transport	15.85	15.85	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - late work for client
9/22/2023	Ground Transport	15.85	15.85	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - late work for client
9/25/2023	Meals	29.38	29.38	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
9/25/2023	Meals	30.00	30.00	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
9/25/2023	Meals	30.00	30.00	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
9/25/2023	Meals	31.20	31.20	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
9/25/2023	Meals	30.60	30.60	Joshua Philip Mendelsohn (11777) SHAREBITE INC 1 person - Overtime working meals
9/26/2023	Ground Transport	12.52	12.52	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - late work for client
9/27/2023	Ground Transport	26.91	26.91	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - late work for client
9/28/2023	Ground Transport	12.98	12.98	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - late work for client
9/29/2023	Ground Transport	17.95	17.95	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - late work for client
9/30/2023		20,556.00	20,556.00	DENTONS US LLP For professional services rendered
10/2/2023	Meals	30.60	30.60	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/2/2023	Meals	29.28	29.28	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/2/2023	Meals	30.60	30.60	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/2/2023	Meals	30.77	30.77	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/2/2023	Meals	185.69	185.69	Kushagra D Urs (9997) THE WHITBY HOTEL-2 Client Drinks with Hiranandani/Yotta Infrastructure
10/5/2023	Ground Transport	19.98	19.98	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - late work for client
10/6/2023	Ground Transport	28.89	28.89	Joshua Philip Mendelsohn (11777) UBER TRIP uber from office to home - late work for client
10/6/2023	Ground Transport	24.48	24.48	Andrew Adam Goodman (13198) UBER TRIP uber from office to home - late work for client
10/9/2023	Meals	30.77	30.77	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/9/2023	Meals	29.03	29.03	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/9/2023	Meals	29.68	29.68	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/9/2023	Meals	30.98	30.98	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/16/2023	Meals	30.60	30.60	Joshua Philip Mendelsohn (11777) SHAREBITE INC 1 person - Overtime working meals
10/17/2023	Ground Transport	19.06	19.06	Joshua Philip Mendelsohn (11777) UBER TRIP uber from office to home - late work for client
10/18/2023	Ground Transport	28.39	28.39	Joshua Philip Mendelsohn (11777) UBER TRIP uber from office to home - late work for client
10/20/2023	Ground Transport	32.96	32.96	Joshua Philip Mendelsohn (11777) UBER TRIP uber from office to home - late work for client
10/23/2023	Meals	30.60	30.60	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/23/2023	Meals	31.20	31.20	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/23/2023	Meals	31.20	31.20	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/23/2023	Meals	31.20	31.20	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/23/2023	Meals	30.60	30.60	Joshua Philip Mendelsohn (11777) SHAREBITE INC 1 person - Overtime working meals
10/24/2023	Ground Transport	30.41	30.41	Joshua Philip Mendelsohn (11777) UBER TRIP uber from office to home - late work for client
10/25/2023	Ground Transport	29.58	29.58	Joshua Philip Mendelsohn (11777) UBER TRIP uber from office to home - late work for client
10/26/2023	Ground Transport	15.98	15.98	Joshua Philip Mendelsohn (11777) UBER TRIP uber from office to home - late work for client
10/30/2023	Meals	26.72	26.72	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/30/2023	Meals	30.70	30.70	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/30/2023	Meals	30.70	30.70	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/30/2023	Meals	29.28	29.28	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
10/30/2023	Meals	30.60	30.60	Joshua Philip Mendelsohn (11777) SHAREBITE INC 1 person - Overtime working meals
10/30/2023	Meals	30.60	30.60	Joshua Philip Mendelsohn (11777) SHAREBITE INC 1 person - Overtime working meals
10/31/2023		12,804.00	12,804.00	DENTONS US LLP For professional services rendered
11/6/2023	Meals	29.31	29.31	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
11/6/2023	Meals	30.60	30.60	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
11/6/2023	Meals	30.60	30.60	Joshua Philip Mendelsohn (11777) SHAREBITE INC 1 person - Overtime working meals
11/13/2023	Meals	25.08	25.08	Andrew Adam Goodman (13198) SHAREBITE INC 1 person - Overtime working meals
11/13/2023	Meals	30.60	30.60	Joshua Philip Mendelsohn (11777) SHAREBITE INC 1 person - Overtime working meals
11/13/2023	Meals	30.60	30.60	Joshua Philip Mendelsohn (11777) SHAREBITE INC 1 person - Overtime working meals
11/16/2023	Ground Transport	25.80	25.80	Ronen A Bojmel (5923) CURB NYC TAXI from client meeting (Cyxtera) to home
11/17/2023	Ground Transport	88.36	88.36	Ronen A Bojmel (5923) UBER TRIP from client court hearing (Cyxtera) to office
11/21/2023	Ground Transport	138.65	138.65	Ronen A Bojmel (5923) NY BLACKCAR from office to client (Cyxtera) court hearing
11/27/2023		3,897.00	3,897.00	DENTONS US LLP For professional services rendered
11/30/2023		18,009.00	18,009.00	DENTONS US LLP For professional services rendered
12/31/2023		3,411.00	3,411.00	DENTONS US LLP For professional services rendered
1/31/2024		25,587.00	25,587.00	DENTONS US LLP For professional services rendered

Guggenheim Securities
330 Madison Avenue
New York NY 10017
United States

September 30, 2023

Invoice No. 2666615

Client/Matter: 21421443-000052

Cyxtera
102712

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Questions relating to this invoice should be directed to:

T. Labuda
at 1 312 876 8000

DENTONS

233 South Wacker Drive
Suite 5900
Chicago, Illinois 60606-6361

Guggenheim Securities
330 Madison Avenue
New York NY 10017
United States

September 30, 2023

Invoice No. 2666615

Client/Matter: 21421443-000052

Cyxtera
102712

For Professional Services Rendered through August 31, 2023:

Date	Timekeeper	Hours	Amount	Narrative
08/02/23	T. Labuda	0.10	135.00	Emails with Fogel re bar date notice.
08/02/23	T. Labuda	0.10	135.00	Emails with Goodman re revised plan.
08/03/23	T. Labuda	0.10	135.00	Emails with Mendelsohn, Goodman and Fogel re revised plan and disclosure statement.
08/03/23	T. Labuda	0.50	675.00	Review and comment on revised plan.
08/03/23	T. Labuda	0.10	135.00	Emails with client team re revised plan comments.
08/03/23	T. Labuda	0.10	135.00	Conferences with Pare re plan comments.
08/03/23	T. Labuda	0.40	540.00	Conference with Fogel re disclosure statement comments.
08/03/23	T. Labuda	0.50	675.00	Review and comment on revised disclosure statement.
08/03/23	T. Labuda	0.10	135.00	Emails with Fogel re revised disclosure statement.
08/03/23	T. Labuda	0.10	135.00	Review client disclosure statement comments.
08/03/23	T. Labuda	0.30	405.00	Revise disclosure statement.
08/03/23	S. Ruben	0.10	66.00	Conference with T. Labuda re fee application.
08/04/23	S. Ruben	0.10	66.00	Correspond with D. Fogel and T. Labuda re monthly fee statement.
08/04/23	S. Ruben	0.10	66.00	Conference with T. Labuda re fee application.
08/04/23	T. Labuda	0.10	135.00	Emails with Goodman re monthly fee statement.
08/07/23	T. Labuda	0.30	405.00	Emails with client team re DS valuation section comments.
08/07/23	T. Labuda	0.30	405.00	Conferences with Fogel re DS valuation section.
08/07/23	T. Labuda	0.10	135.00	Emails with client team re DS comments.

Cyxtera
102712

September 30, 2023

Matter: 21421443-000052
Invoice No.: 2666615

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
08/07/23	T. Labuda	0.10	135.00	Emails with Fogel re supplemental declaration.
08/07/23	T. Labuda	0.20	270.00	Review and comment on draft supplemental declaration.
08/07/23	T. Labuda	0.10	135.00	Emails with Fogel re supplemental declaration.
08/08/23	S. Ruben	0.10	66.00	Correspond with R. Bojmel and T. Labuda re supplemental declaration.
08/08/23	T. Labuda	0.10	135.00	Review supplemental declaration comments.
08/08/23	T. Labuda	0.10	135.00	Emails with deal team re supplemental declaration.
08/08/23	T. Labuda	0.10	135.00	Emails and conference with Fogel re supplemental declaration.
08/08/23	T. Labuda	0.20	270.00	Emails and conference with Chambers re supplemental declaration.
08/08/23	T. Labuda	0.30	405.00	Review draft monthly fee statement.
08/09/23	S. Ruben	0.10	66.00	Conference with T. Labuda re fee application.
08/09/23	T. Labuda	0.20	270.00	Emails and conference with Ruben re consolidated monthly fee statement.
08/09/23	T. Labuda	0.30	405.00	Review draft APA.
08/09/23	T. Labuda	0.10	135.00	Emails with Fogel re APA comments.
08/09/23	T. Labuda	0.20	270.00	Emails and conference with Chambers re supplemental declaration.
08/10/23	T. Labuda	0.10	135.00	Emails with Ruben re consolidated monthly fee statement.
08/10/23	S. Ruben	1.80	1,188.00	Draft monthly fee statement.
08/10/23	S. Ruben	0.10	66.00	Correspond with A. Goodman re monthly fee statement.
08/10/23	S. Ruben	0.10	66.00	Correspond with T. Labuda re monthly fee application.
08/11/23	S. Ruben	0.90	594.00	Draft monthly fee statement.
08/11/23	S. Ruben	0.10	66.00	Correspond with T. Labuda re supplemental declaration.
08/11/23	S. Ruben	0.10	66.00	Correspond with N. Gavey re supplemental declaration.

Cyxtera
102712

September 30, 2023

Matter: 21421443-000052
Invoice No.: 2666615

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
08/11/23	S. Ruben	0.10	66.00	Correspond with A. Goodman re monthly fee statement.
08/11/23	S. Ruben	0.10	66.00	Conference with T. Labuda re fee application.
08/11/23	T. Labuda	0.10	135.00	Emails with client team re declaration filing.
08/11/23	T. Labuda	0.20	270.00	Emails with K&E team and Ruben re supplemental declaration.
08/15/23	S. Ruben	0.10	66.00	Correspond with T. Labuda re supplemental declaration.
08/15/23	S. Ruben	0.10	66.00	Correspond with A. Goodman and T. Labuda re monthly fee statement.
08/15/23	T. Labuda	0.20	270.00	Emails with client team re consolidated monthly fee statement.
08/16/23	S. Ruben	0.10	66.00	Correspond with T. Labuda re fee statement.
08/16/23	S. Ruben	1.20	792.00	Revise monthly fee statement.
08/16/23	S. Ruben	0.40	264.00	Conference with T. Labuda re fee statement.
08/16/23	S. Ruben	0.10	66.00	Correspond with D. Fogel, J. Mendelsohn, A. Goodman and T. Labuda re monthly fee statement.
08/16/23	T. Labuda	0.30	405.00	Conference and emails with Ruben re fee statement comments.
08/16/23	T. Labuda	0.10	135.00	Review revised fee statement.
08/16/23	T. Labuda	0.10	135.00	Emails with Ruben and client re consolidated fee statement.
08/16/23	T. Labuda	0.10	135.00	Emails with Goodman re consolidated fee statement.
08/17/23	T. Labuda	0.10	135.00	Review draft disclosure schedules.
08/17/23	S. Ruben	0.10	66.00	Correspond with D. Fogel, J. Mendelsohn, A. Goodman and T. Labuda re monthly fee statement.
08/18/23	T. Labuda	0.10	135.00	Emails with Ruben re revised monthly fee statement.
08/18/23	T. Labuda	0.10	135.00	Emails with client team re monthly fee statement.

Cyxtera
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September 30, 2023

Matter: 21421443-000052
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<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
08/18/23	T. Labuda	0.10	135.00	Emails with Gavey re draft consolidated monthly fee statement.
08/18/23	S. Ruben	0.10	66.00	Correspond with D. Fogel, J. Mendelsohn, A. Goodman and T. Labuda re monthly fee statement.
08/18/23	S. Ruben	0.20	132.00	Revise monthly fee statement.
08/18/23	S. Ruben	0.10	66.00	Correspond with N. Gavey and T. Labuda re monthly fee application.
08/18/23	S. Ruben	0.10	66.00	Conference with T. Labuda re fee statement.
08/20/23	S. Ruben	0.10	66.00	Correspond with A. Goodman, D. Fogel and T. Labuda re monthly fee statement.
08/20/23	T. Labuda	0.10	135.00	Emails with Goodman and Fogel re consolidated fee statement.
08/21/23	T. Labuda	0.10	135.00	Emails and conference with Ruben re consolidated monthly fee statement.
08/21/23	S. Ruben	0.10	66.00	Correspond with T. Labuda re fee statement.
08/21/23	S. Ruben	0.10	66.00	Revise monthly fee statement.
08/21/23	S. Ruben	0.10	66.00	Conference with T. Labuda re fee statement.
08/21/23	S. Ruben	0.10	66.00	Correspond with A. Goodman, D. Fogel and T. Labuda re monthly fee statement.
08/22/23	T. Labuda	0.10	135.00	Emails with Goodman re fee statement materials.
08/22/23	S. Ruben	0.10	66.00	Correspond with A. Goodman, D. Fogel and T. Labuda re monthly fee statement.
08/23/23	T. Labuda	0.10	135.00	Emails with Goodman re consolidated fee statement.
08/23/23	T. Labuda	0.10	135.00	Emails with Feeney re draft fee statement.
08/23/23	T. Labuda	0.10	135.00	Emails with client team re sale fee calculation.
08/23/23	S. Ruben	0.10	66.00	Correspond with A. Goodman, D. Fogel and T. Labuda re monthly fee statement.
08/23/23	S. Ruben	0.20	132.00	Conference with A. Goodman re monthly fee statement.
08/23/23	S. Ruben	0.10	66.00	Correspond with M. Feeney and T. Labuda re monthly fee application.

Cyxtera
102712

September 30, 2023

Matter: 21421443-000052
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<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
08/23/23	S. Ruben	0.10	66.00	Correspond with T. Labuda re fee statement.
08/24/23	T. Labuda	0.50	675.00	Conference with client team re fee calculations.
08/24/23	T. Labuda	0.10	135.00	Emails with client team and Ruben re consolidated fee statement.
08/24/23	T. Labuda	0.10	135.00	Conferences with Ruben re fee statement.
08/24/23	T. Labuda	0.60	810.00	Conference with client team re fee calculations.
08/24/23	T. Labuda	0.10	135.00	Emails with K&E re consolidated fee statement.
08/24/23	S. Ruben	0.20	132.00	Conference with T. Labuda re fee statement.
08/24/23	S. Ruben	2.00	1,320.00	Finalize monthly fee statement.
08/24/23	S. Ruben	0.20	132.00	Correspond with A. Goodman, D. Fogel and T. Labuda re monthly fee statement.
08/24/23	S. Ruben	0.30	198.00	Conference with A. Goodman re monthly fee statement.
08/24/23	S. Ruben	0.10	66.00	Correspond with M. Feeney, N. Gavey and T. Labuda re monthly fee application.
08/25/23	S. Ruben	0.10	66.00	Correspond with T. Labuda re fee statement.
08/25/23	S. Ruben	0.30	198.00	Conference with T. Labuda re fee statement.
08/25/23	S. Ruben	0.50	330.00	Finalize monthly fee statement for filing.
08/25/23	S. Ruben	0.10	66.00	Conference with M. Feeney re monthly fee application.
08/25/23	S. Ruben	0.10	66.00	Correspond with R. Bojmel, A. Goodman, D. Fogel and T. Labuda re monthly fee statement.
08/25/23	T. Labuda	0.10	135.00	Review fee statement revisions.
08/25/23	T. Labuda	0.10	135.00	Emails and conference with Ruben re fee statement revisions.
08/25/23	T. Labuda	0.10	135.00	Review K&E statement comments.
08/25/23	T. Labuda	0.10	135.00	Emails and conference with Ruben re fee statement revisions.
08/28/23	T. Labuda	0.10	135.00	Emails with client team and Fogel re monthly fee statement.
08/28/23	S. Ruben	0.10	66.00	Correspond with A. Goodman and T. Labuda re monthly fee statement.

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September 30, 2023

Matter: 21421443-000052
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<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
08/31/23	T. Labuda	0.10	135.00	Review draft valuation language for disclosure statement.
08/31/23	T. Labuda	0.10	135.00	Emails with Fogel re disclosure statement language.
08/31/23	S. Ruben	0.10	66.00	Correspond with A. Goodman, D. Fogel and T. Labuda re disclosure statement.
Total Hours		21.10		
Fee Amount				\$ 20,481.00

TIME AND FEE SUMMARY

<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
T. Labuda	\$ 1,350.00	9.50	\$ 12,825.00
S. Ruben	\$ 660.00	11.60	\$ 7,656.00
Totals		21.10	\$ 20,481.00

DISBURSEMENT DETAIL

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	Dentons E Discovery Services	75.00
		SUBTOTAL
	Total Disbursements	\$ 75.00
	Fee Total	\$ 20,481.00
	Disbursement Total	\$ 75.00

	Invoice Total	\$ 20,556.00

Guggenheim Securities
330 Madison Avenue
New York NY 10017
United States

October 31, 2023

Invoice No. 2677507

Client/Matter: 21421443-000052

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Questions relating to this invoice should be directed to:

T. Labuda
at 1 312 876 8000



233 South Wacker Drive
Suite 5900
Chicago, Illinois 60606-6361

Guggenheim Securities
330 Madison Avenue
New York NY 10017
United States

October 31, 2023

Invoice No. 2677507

Client/Matter: 21421443-000052

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For Professional Services Rendered through September 30, 2023:

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
09/01/23	T. Labuda	0.20	270.00	Conference with Fogel re DS valuation section.
09/01/23	T. Labuda	0.30	405.00	Review valuation precedent.
09/05/23	T. Labuda	0.10	135.00	Emails with Goodman re first consolidated fee statement invoice.
09/05/23	S. Ruben	0.10	66.00	Correspond with A. Goodman and T. Labuda re monthly fee statement.
09/06/23	T. Labuda	0.10	135.00	Emails with client team re private sale motion,
09/06/23	T. Labuda	0.10	135.00	Conference with Fogel re sale motion.
09/06/23	T. Labuda	0.30	405.00	Review and comment on sale motion.
09/06/23	T. Labuda	0.10	135.00	Emails with client team re sale motion comments.
09/06/23	T. Labuda	0.10	135.00	Emails with client team re revised disclosure statement.
09/06/23	T. Labuda	0.10	135.00	Conference with Fogel re revised disclosure statement.
09/06/23	T. Labuda	0.30	405.00	Review and comment on revised disclosure statement.
09/06/23	T. Labuda	0.10	135.00	Emails with Fogel re DS comments.
09/06/23	T. Labuda	0.10	135.00	Emails with client team re invoice for consolidated fee statement amounts.
09/07/23	S. Ruben	0.10	66.00	Correspond with M. Feeney, N. Gavey and T. Labuda re parties in interest list.
09/07/23	S. Ruben	0.10	66.00	Review revised parties in interest list.
09/07/23	S. Ruben	0.10	66.00	Conference with T. Labuda re parties in interest list.
09/07/23	S. Ruben	0.20	132.00	Correspond with D. Fogel, deal team and T. Labuda re retention application.

Cyxtera
102712

October 31, 2023

Matter: 21421443-000052
Invoice No.: 2677507

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
09/07/23	T. Labuda	0.30	405.00	Review and comment on DS.
09/07/23	T. Labuda	0.10	135.00	Emails with client team re DS revisions.
09/07/23	T. Labuda	0.30	405.00	Review and comment on revised valuation language.
09/07/23	T. Labuda	0.20	270.00	Review DS precedent.
09/07/23	T. Labuda	0.30	405.00	Emails and conference with Fogel re revised valuation language.
09/07/23	T. Labuda	0.40	540.00	Conference with client team re DS revision.
09/07/23	T. Labuda	0.10	135.00	Review Canadian sale motion comments.
09/07/23	T. Labuda	0.10	135.00	Emails with Goodman re revised sale motion.
09/07/23	T. Labuda	0.10	135.00	Emails with K&E re additional parties in interest.
09/07/23	T. Labuda	0.10	135.00	Emails and conference with Ruben re supplemental connections check.
09/08/23	T. Labuda	0.30	405.00	Review and comment on revised DS.
09/08/23	T. Labuda	0.20	270.00	Review client comments on DS.
09/08/23	T. Labuda	0.30	405.00	Further revise DS.
09/08/23	T. Labuda	0.10	135.00	Emails with client team re DS revisions.
09/08/23	T. Labuda	0.30	405.00	Emails and conference with Fogel re DS revisions.
09/10/23	T. Labuda	0.40	540.00	Review revised chapter 11 plan.
09/10/23	T. Labuda	0.10	135.00	Emails with client team re revised DS.
09/10/23	T. Labuda	0.50	675.00	Review and comment on revised DS.
09/10/23	T. Labuda	0.10	135.00	Emails with Fogel re DS and plan revisions.
09/10/23	T. Labuda	0.10	135.00	Emails with client team re DS revisions.
09/11/23	T. Labuda	0.10	135.00	Review filed CNO.
09/11/23	T. Labuda	0.10	135.00	Emails with client team re monthly fee statement payment.
09/11/23	S. Ruben	0.10	66.00	Correspond with A. Goodman, J. Mendelsohn, and T. Labuda re CNO to monthly consolidated fee application.
09/18/23	T. Labuda	0.10	135.00	Emails with K&E and Ruben re interim fee application.

Cyxtera
102712

October 31, 2023

Matter: 21421443-000052
Invoice No.: 2677507

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
09/18/23	S. Ruben	0.10	66.00	Correspond with M. Feeney, N. Gavey and T. Labuda re interim fee application.
09/19/23	S. Ruben	0.10	66.00	Conference with T. Labuda re interim fee application.
09/19/23	S. Ruben	0.10	66.00	Correspond with T. Labuda re interim fee application.
09/19/23	S. Ruben	0.30	198.00	Draft interim fee application.
09/19/23	T. Labuda	0.10	135.00	Emails and conference with Ruben re interim fee application.
09/20/23	T. Labuda	0.10	135.00	Emails with K&E team re interim and final fee applications.
09/20/23	S. Ruben	0.10	66.00	Correspond with T. Labuda re interim fee application.
09/20/23	S. Ruben	0.20	132.00	Draft interim fee application.
09/20/23	S. Ruben	0.10	66.00	Correspond with M. Feeney, N. Gavey and T. Labuda re interim fee application.
09/22/23	S. Ruben	0.10	66.00	Correspond with M. Feeney, N. Gavey and T. Labuda re interim fee application.
09/22/23	T. Labuda	0.10	135.00	Emails with Gavey re final fee application timing.
09/24/23	T. Labuda	0.40	540.00	Review and comment on revised plan.
09/24/23	T. Labuda	0.40	540.00	Review and comment on revised disclosure statement.
09/24/23	T. Labuda	0.10	135.00	Emails with client team re plan comments.
09/24/23	T. Labuda	0.10	135.00	Emails with client team re responses to plan comments.
09/28/23	S. Ruben	0.10	66.00	Analysis re status of plan confirmation.
09/28/23	T. Labuda	0.50	675.00	Review and comment on revised Canadian sale motion.
09/28/23	T. Labuda	0.10	135.00	Emails with Fogel re Canadian sale motion.
Total Hours		10.40		
Fee Amount				\$ 12,729.00

Cyxtera
102712

October 31, 2023

Matter: 21421443-000052
Invoice No.: 2677507

TIME AND FEE SUMMARY

<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
T. Labuda	\$ 1,350.00	8.50	\$ 11,475.00
S. Ruben	\$ 660.00	1.90	\$ 1,254.00
Totals		10.40	\$ 12,729.00

DISBURSEMENT DETAIL

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	Dentons E Discovery Services	75.00
		SUBTOTAL
	Total Disbursements	\$ 75.00
	Fee Total	\$ 12,729.00
	Disbursement Total	\$ 75.00

	Invoice Total	\$ <u>12,804.00</u>

Guggenheim Securities
330 Madison Avenue
New York NY 10017
United States

January 12, 2024

Invoice No. 2712270

Client/Matter: 21421443-000052

Cyxtera
102712Payment Due Upon Receipt

Total This Invoice	\$	18,009.00
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Carol Stream, IL 60132-3078

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OR
227 West Monroe, Chicago, IL 60606
ABA Transit # [REDACTED]
Account #: [REDACTED]
Account Name: Dentons US LLP
Swift Code: [REDACTED]
Reference: Invoice # and/or client matter #

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Questions relating to this invoice should be directed to:

T. Labuda
at 1 312 876 8000

DENTONS

233 South Wacker Drive
Suite 5900
Chicago, Illinois 60606-6361

Guggenheim Securities
330 Madison Avenue
New York NY 10017
United States

January 12, 2024

Invoice No. 2712270

Client/Matter: 21421443-000052

Cyxtera
102712

For Professional Services Rendered through November 30, 2023:

Date	Timekeeper	Hours	Amount	Narrative
11/01/23	S. Ruben	0.50	330.00	Analyze GS precedent on plan and sale declarations for Bojmel declaration in support of plan confirmation.
11/01/23	T. Labuda	0.10	135.00	Emails with Goodman re sale notice.
11/01/23	T. Labuda	0.10	135.00	Review sale notice.
11/01/23	S. Ruben	0.10	66.00	Correspond with A. Goodman and T. Labuda re Bojmel declaration in support of plan confirmation.
11/01/23	S. Ruben	3.70	2,442.00	Revise Bojmel declaration in support of plan confirmation.
11/02/23	S. Ruben	0.10	66.00	Correspond with A. Goodman and T. Labuda re Bojmel declaration in support of plan confirmation.
11/02/23	S. Ruben	1.40	924.00	Revise Bojmel declaration in support of plan confirmation.
11/02/23	S. Ruben	0.10	66.00	Conference with T. Labuda re Bojmel declaration in support of plan confirmation.
11/02/23	T. Labuda	1.80	2,430.00	Review and comment on Bojmel confirmation declaration.
11/02/23	T. Labuda	0.20	270.00	Conference and emails with Ruben re declaration revisions.
11/02/23	T. Labuda	0.30	405.00	Review sale notice and draft Koza declaration.
11/02/23	T. Labuda	0.40	540.00	Review and comment on revised confirmation declaration.
11/02/23	T. Labuda	0.10	135.00	Emails with Fogel re draft Bojmel confirmation declaration.
11/03/23	S. Ruben	0.10	66.00	Correspond with D. Fogel and T. Labuda re Bojmel declaration in support of plan confirmation.

Cyxtera
102712

January 12, 2024

Matter: 21421443-000052
Invoice No.: 2712270

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
11/03/23	T. Labuda	0.10	135.00	Emails with Fogel re plan confirmation declaration.
11/06/23	T. Labuda	0.10	135.00	Emails with deal team and Fogel re Canadian sale.
11/06/23	T. Labuda	0.30	405.00	Conference and emails with Fogel re Bojmel confirmation declaration.
11/06/23	S. Ruben	0.10	66.00	Correspond with A. Goodman, D. Fogel and T. Labuda re Cologix Sale.
11/07/23	S. Ruben	0.10	66.00	Correspond with D. Fogel, A. Goodman and T. Labuda re Bojmel declaration in support of plan confirmation.
11/07/23	S. Ruben	0.10	66.00	Correspond with T. Labuda re Bojmel declaration in support of plan confirmation.
11/07/23	S. Ruben	0.40	264.00	Revise Bojmel declaration in support of plan confirmation.
11/07/23	T. Labuda	0.20	270.00	Review client declaration comments.
11/07/23	T. Labuda	0.10	135.00	Emails with Ruben re declaration revisions.
11/07/23	T. Labuda	0.20	270.00	Emails with deal team re revised declaration.
11/08/23	S. Ruben	0.10	66.00	Correspond with D. Fogel, A. Goodman and T. Labuda re Bojmel declaration in support of plan confirmation.
11/08/23	S. Ruben	0.10	66.00	Correspond with T. Labuda re Bojmel declaration in support of plan confirmation.
11/09/23	T. Labuda	0.10	135.00	Emails with client team re declaration comments.
11/10/23	S. Ruben	0.20	132.00	Revise Bojmel declaration in support of plan confirmation.
11/10/23	S. Ruben	0.10	66.00	Correspond with D. Fogel, A. Goodman and T. Labuda re Bojmel declaration in support of plan confirmation.
11/10/23	S. Ruben	0.10	66.00	Correspond with T. Labuda re Bojmel declaration in support of plan confirmation.
11/10/23	T. Labuda	0.10	135.00	Emails with client team re declaration revisions.
11/10/23	T. Labuda	0.10	135.00	Emails with Ruben re revised declaration.

Cyxtera
102712

January 12, 2024

Matter: 21421443-000052
Invoice No.: 2712270

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
11/10/23	T. Labuda	0.10	135.00	Emails with client team re declaration comments.
11/11/23	T. Labuda	0.20	270.00	Review revised Bojmel confirmation declaration.
11/11/23	T. Labuda	0.30	405.00	Emails and conference with K&E re confirmation declaration.
11/11/23	T. Labuda	0.20	270.00	Conference and emails with Ruben re confirmation declaration revisions.
11/11/23	T. Labuda	0.30	405.00	Conference with Fogel re confirmation declaration.
11/11/23	S. Ruben	0.90	594.00	Revise Bojmel declaration in support of plan confirmation.
11/11/23	S. Ruben	0.20	132.00	Conference with T. Labuda re Bojmel declaration in support of plan confirmation.
11/11/23	S. Ruben	0.10	66.00	Correspond with D. Fogel and T. Labuda re Bojmel declaration in support of plan confirmation.
11/12/23	S. Ruben	0.10	66.00	Correspond with B. Nakhamousa and T. Labuda re Bojmel declaration in support of plan confirmation.
11/12/23	S. Ruben	0.20	132.00	Conference with T. Labuda re confirmation memo.
11/12/23	S. Ruben	0.60	396.00	Revise confirmation brief.
11/12/23	S. Ruben	0.10	66.00	Correspond with A. Goodman and T. Labuda re Bojmel declaration in support of plan confirmation.
11/12/23	T. Labuda	0.10	135.00	Emails with K&E re confirmation brief and confirmation declarations.
11/12/23	T. Labuda	0.30	405.00	Review confirmation brief re declarations.
11/12/23	T. Labuda	0.20	270.00	Review confirmation declarations.
11/12/23	T. Labuda	0.70	945.00	Review and comment on revised Bojmel confirmation declaration.
11/12/23	T. Labuda	0.10	135.00	Emails with Fogel re revised Bojmel declaration.
11/12/23	T. Labuda	0.20	270.00	Conferences with Ruben re confirmation brief comments re declarations.

Cyxtera
102712

January 12, 2024

Matter: 21421443-000052
Invoice No.: 2712270

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
11/12/23	T. Labuda	0.20	270.00	Emails with deal team re declaration revisions.
11/12/23	T. Labuda	0.10	135.00	Conference with Fogel re Bojmel confirmation declaration.
11/12/23	T. Labuda	0.20	270.00	Emails with K&E re revised Bojmel confirmation declaration.
11/13/23	S. Ruben	0.10	66.00	Correspond with T. Labuda re confirmation brief.
11/13/23	S. Ruben	0.30	198.00	Review revisions to confirmation brief.
11/13/23	S. Ruben	0.10	66.00	Correspond with T. Labuda and J. Mendelsohn re confirmation brief.
11/13/23	S. Ruben	0.10	66.00	Correspond with M. Feeney and T. Labuda re Bojmel declaration in support of plan confirmation.
11/13/23	T. Labuda	0.20	270.00	Review declaration revisions.
11/13/23	T. Labuda	0.10	135.00	Emails and conference with Bojmel re declaration revisions.
11/13/23	T. Labuda	0.10	135.00	Emails and conference with K&E re declaration revisions.
11/13/23	T. Labuda	0.10	135.00	Emails with client team re confirmation brief.
11/13/23	T. Labuda	0.10	135.00	Emails and conference with Ruben re confirmation brief review.
11/14/23	S. Ruben	0.10	66.00	Correspond with M. Feeney and T. Labuda re Bojmel declaration in support of plan confirmation.
11/27/23	S. Ruben	0.10	66.00	Correspond with M. Feeney and T. Labuda re plan confirmation.
11/27/23	T. Labuda	0.10	135.00	Conference with Ruben re effective date and final fee application.
11/28/23	S. Ruben	0.10	66.00	Correspond with M. Feeney and T. Labuda re plan effective date.
Total Hours		18.60		
Fee Amount				\$ 17,934.00

Cyxtera
102712

January 12, 2024

Matter: 21421443-000052
Invoice No.: 2712270

TIME AND FEE SUMMARY

<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
T. Labuda	\$ 1,350.00	8.20	\$ 11,070.00
S. Ruben	\$ 660.00	10.40	\$ 6,864.00
Totals		18.60	\$ 17,934.00

DISBURSEMENT DETAIL

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	Dentons E Discovery Services	75.00
		SUBTOTAL
	Total Disbursements	\$ 75.00
	Fee Total	\$ 17,934.00
	Disbursement Total	\$ 75.00

	Invoice Total	\$ <u>18,009.00</u>

Guggenheim Securities
330 Madison Avenue
New York NY 10017
United States

November 27, 2023

Invoice No. 2682827

Client/Matter: 21421443-000052

Cyxtera
102712Payment Due Upon Receipt

Total This Invoice	\$	3,897.00
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Questions relating to this invoice should be directed to:

T. Labuda
at 1 312 876 8000



233 South Wacker Drive
Suite 5900
Chicago, Illinois 60606-6361

Guggenheim Securities
330 Madison Avenue
New York NY 10017
United States

November 27, 2023

Invoice No. 2682827

Client/Matter: 21421443-000052

Cyxtera
102712

For Professional Services Rendered through October 31, 2023:

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
10/03/23	T. Labuda	0.40	540.00	Review and comment on revised Canadian sale motion.
10/03/23	T. Labuda	0.10	135.00	Emails with client team re Canadian sale motion comments.
10/03/23	S. Ruben	0.10	66.00	Correspond with A. Goodman and T. Labuda re Canadian sale.
10/04/23	S. Ruben	0.10	66.00	Correspond with A. Goodman and T. Labuda re Canadian sale.
10/04/23	T. Labuda	0.10	135.00	Emails with client team re Canadian sale motion comments.
10/04/23	T. Labuda	0.10	135.00	Conference with K&E re sale motion comments.
10/04/23	T. Labuda	0.10	135.00	Conference with Fogel re sale motion comments.
10/05/23	T. Labuda	0.10	135.00	Emails with client and K&E re Canadian sale motion comments.
10/06/23	S. Ruben	0.10	66.00	Analysis re interim compensation procedures.
10/12/23	S. Ruben	0.10	66.00	Analysis re status of plan confirmation.
10/12/23	S. Ruben	0.10	66.00	Correspond with T. Labuda re first and final fee application.
10/12/23	S. Ruben	0.10	66.00	Correspond with M. Feeney, N. Gavey and T. Labuda re final fee application.
10/12/23	T. Labuda	0.10	135.00	Emails with Ruben re fee filings.
10/17/23	T. Labuda	0.10	135.00	Emails with client team re confirmation hearing status.
10/17/23	S. Ruben	0.10	66.00	Correspond with A. Goodman, D. Fogel and T. Labuda re notice adjourning confirmation hearing.
10/28/23	T. Labuda	0.10	135.00	Emails with Mendelsohn re plan consummation timing.

Cyxtera
102712

November 27, 2023

Matter: 21421443-000052
Invoice No.: 2682827

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
10/30/23	T. Labuda	0.10	135.00	Emails with client team re confirmation declaration.
10/30/23	T. Labuda	0.10	135.00	Emails with Ruben re confirmation declaration.
10/30/23	T. Labuda	0.10	135.00	Review draft confirmation declaration.
10/30/23	S. Ruben	0.10	66.00	Correspond with A. Goodman and T. Labuda re Bojmel declaration in support of plan confirmation.
10/30/23	S. Ruben	0.10	66.00	Correspond with T. Labuda re Bojmel declaration in support of plan confirmation.
10/31/23	S. Ruben	0.60	396.00	Conference with T. Labuda re Bojmel declaration in support of plan confirmation.
10/31/23	S. Ruben	0.10	66.00	Revise Bojmel declaration in support of plan confirmation.
10/31/23	S. Ruben	0.10	66.00	Correspond with A. Goodman and T. Labuda re Bojmel declaration in support of plan confirmation.
10/31/23	T. Labuda	0.50	675.00	Conference with Ruben re Bojmel confirmation declaration comments.
Total Hours		3.70		
Fee Amount				\$ 3,822.00

TIME AND FEE SUMMARY

<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
T. Labuda	\$ 1,350.00	2.00	\$ 2,700.00
S. Ruben	\$ 660.00	1.70	\$ 1,122.00
Totals		3.70	\$ 3,822.00

Cyxtera
102712

November 27, 2023

Matter: 21421443-000052
Invoice No.: 2682827

DISBURSEMENT DETAIL

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	Dentons E Discovery Services	75.00
		SUBTOTAL
	Total Disbursements	\$ 75.00
	Fee Total	\$ 3,822.00
	Disbursement Total	\$ 75.00

	Invoice Total	\$ <u>3,897.00</u>

Guggenheim Securities
330 Madison Avenue
New York NY 10017
United States

January 18, 2024

Invoice No. 2719575

Client/Matter: 21421443-000052

Cyxtera
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Total This Invoice	\$	3,411.00
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Account Name: Dentons US LLP
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Reference: Invoice # and/or client matter #

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Questions relating to this invoice should be directed to:

T. Labuda
at 1 312 876 8000

DENTONS

233 South Wacker Drive
Suite 5900
Chicago, Illinois 60606-6361

Guggenheim Securities
330 Madison Avenue
New York NY 10017
United States

January 18, 2024

Invoice No. 2719575

Client/Matter: 21421443-000052

Cyxtera
102712

For Professional Services Rendered through December 31, 2023:

Date	Timekeeper	Hours	Amount	Narrative
12/18/23	S. Ruben	0.10	66.00	Correspond with A. Goodman and T. Labuda re transaction fee.
12/19/23	S. Ruben	0.10	66.00	Review prior fee applications.
12/19/23	S. Ruben	0.90	594.00	Conference with J. Mendelsohn, A. Goodman, D. Fogel, and T. Labuda re transaction fees.
12/19/23	T. Labuda	0.80	1,080.00	Conference with client team re case status and final fee amounts.
12/23/23	S. Ruben	0.10	66.00	Correspond with J. Mendelsohn, A. Goodman, D. Fogel, and T. Labuda re transaction fees.
12/26/23	S. Ruben	0.10	66.00	Correspond with J. Mendelsohn, A. Goodman, D. Fogel, and T. Labuda re transaction fees.
12/27/23	T. Labuda	0.50	675.00	Conference with client team re fee calculations.
12/27/23	T. Labuda	0.10	135.00	Emails with Ruben re professional fee escrow.
12/27/23	T. Labuda	0.10	135.00	Conference with Fogel re fee calculations.
12/27/23	S. Ruben	0.60	396.00	Conference with D. Fogel, J. Mendelsohn, A. Goodman and T. Labuda re transaction fees.
12/27/23	S. Ruben	0.20	132.00	Analyze plan for provision re payment of professional fees.
Total Hours		3.60		
Fee Amount				\$ 3,411.00

Cyxtera
102712

January 18, 2024

Matter: 21421443-000052
Invoice No.: 2719575

TIME AND FEE SUMMARY

<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
T. Labuda	\$ 1,350.00	1.50	\$ 2,025.00
S. Ruben	\$ 660.00	<u>2.10</u>	<u>\$ 1,386.00</u>
Totals		3.60	\$ 3,411.00
Fee Total		\$ 3,411.00	
Invoice Total		\$ <u>3,411.00</u>	

Guggenheim Securities
330 Madison Avenue
New York NY 10017
United States

January 23, 2024

Invoice No. 2720342

Client/Matter: 21421443-000052

Cyxtera
102712Payment Due Upon Receipt

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Questions relating to this invoice should be directed to:

T. Labuda
at 1 312 876 8000



233 South Wacker Drive

Suite 5900

Chicago, Illinois 60606-6361

Guggenheim Securities
330 Madison Avenue
New York NY 10017
United States

January 23, 2024

Invoice No. 2720342

Client/Matter: 21421443-000052

Cyxtera
102712

For Professional Services Rendered through January 23, 2024:

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
01/02/24	S. Ruben	0.10	88.00	Correspond with J. Mendelsohn, A. Goodman, D. Fogel, and T. Labuda re transaction fees.
01/02/24	S. Ruben	0.20	176.00	Communications with M. Feeney re final fee application.
01/02/24	S. Ruben	0.30	264.00	Draft final fee application.
01/02/24	S. Ruben	0.30	264.00	Conference with T. Labuda re final fee application.
01/02/24	S. Ruben	0.20	176.00	Conference with E. Chew re final fee application.
01/02/24	T. Labuda	0.10	145.00	Emails with K&E re final fee application.
01/02/24	T. Labuda	0.20	290.00	Review plan and confirmation order re final fee application procedures.
01/02/24	T. Labuda	0.20	290.00	Conference and emails with Ruben re final fee application form.
01/02/24	T. Labuda	0.10	145.00	Emails with client team re transaction fee calculation.
01/02/24	T. Labuda	0.40	580.00	Review transaction fee materials.
01/02/24	E. Chew	2.70	2,376.00	Draft final fee application
01/03/24	T. Labuda	1.40	2,030.00	Conference with client team re transaction fee calculations.
01/03/24	T. Labuda	0.10	145.00	Conference with Fogel re transaction fee calculations.
01/03/24	T. Labuda	0.10	145.00	Emails with Chew re draft final fee application.
01/03/24	T. Labuda	0.10	145.00	Emails with client team re professional escrow account estimate.
01/03/24	S. Ruben	0.10	88.00	Review analysis of total case transaction fees.
01/03/24	S. Ruben	1.40	1,232.00	Conference with D. Fogel, J. Mendelsohn, A. Goodman and T. Labuda re transaction fees.

Cyxtera
102712

January 23, 2024

Matter: 21421443-000052
Invoice No.: 2720342

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
01/03/24	S. Ruben	0.10	88.00	Correspond with M. Feeney re final fee application.
01/03/24	S. Ruben	0.10	88.00	Correspond with T. Labuda and E. Chew re final fee application.
01/03/24	E. Chew	1.30	1,144.00	Draft final fee application
01/04/24	T. Labuda	0.10	145.00	Conference with Ruben re final fee application.
01/05/24	S. Ruben	0.10	88.00	Correspond with J. Mendelsohn, A. Goodman, D. Fogel, and T. Labuda re transaction fees.
01/08/24	T. Labuda	1.40	2,030.00	Conference with client team re final fee application calculations.
01/08/24	T. Labuda	0.10	145.00	Conference with Fogel re final fee application calculation.
01/08/24	T. Labuda	0.40	580.00	Conference and emails with Miller re impact of lease amendments and assumptions on transaction fees.
01/08/24	T. Labuda	0.10	145.00	Emails with Ruben and Kirkland re final fee application.
01/08/24	T. Labuda	0.10	145.00	Emails with Goodman re transaction fee amount.
01/08/24	S. Ruben	0.10	88.00	Correspond with J. Mendelsohn, A. Goodman, D. Fogel, and T. Labuda re transaction fees.
01/08/24	S. Ruben	0.10	88.00	Correspond with M. Feeney re final fee application.
01/08/24	S. Ruben	0.10	88.00	Correspond with T. Labuda re transaction fees and filing of final fee application.
01/09/24	S. Ruben	0.10	88.00	Correspond with A. Goodman and T. Labuda re transaction fee.
01/09/24	T. Labuda	0.40	580.00	Conferences with Fogel re transaction fee calculation.
01/09/24	T. Labuda	0.30	435.00	Emails with Miller re assumption and amendment logistics.
01/09/24	T. Labuda	0.10	145.00	Emails with client team re fee calculation.
01/10/24	T. Labuda	0.70	1,015.00	Prepare for and attend client call on transaction fee calculation.

Cyxtera
102712

January 23, 2024

Matter: 21421443-000052
Invoice No.: 2720342

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
01/10/24	S. Ruben	0.10	88.00	Correspond with T. Labuda re final fee application.
01/10/24	S. Ruben	0.10	88.00	Review precedent on final fee applications.
01/10/24	S. Ruben	0.10	88.00	Correspond with A. Goodman re final fee application.
01/12/24	S. Ruben	0.10	88.00	Correspond with M. Feeney re final fee application.
01/15/24	S. Ruben	0.10	88.00	Correspond with A. Goodman re final fee application.
01/15/24	S. Ruben	0.10	88.00	Correspond with T. Labuda re transaction fees and filing of final fee application.
01/15/24	S. Ruben	0.10	88.00	Conference with T. Labuda re final fee application.
01/17/24	S. Ruben	0.10	88.00	Correspond with A. Goodman re final fee application.
01/17/24	S. Ruben	0.90	792.00	Draft final fee application.
01/18/24	T. Labuda	0.10	145.00	Emails with Ruben re final fee application draft.
01/18/24	T. Labuda	0.10	145.00	Emails with client team re sale fee calculation.
01/18/24	T. Labuda	0.20	290.00	Review sale fee calculation materials.
01/18/24	S. Ruben	0.10	88.00	Correspond with T. Labuda re final fee application.
01/18/24	S. Ruben	0.10	88.00	Correspond with J. Mendelsohn, A. Goodman, D. Fogel, and T. Labuda re transaction fees.
01/18/24	S. Ruben	0.20	176.00	Draft final fee application.
01/19/24	S. Ruben	1.20	1,056.00	Draft final fee application.
01/19/24	S. Ruben	0.10	88.00	Correspond with T. Labuda re final fee application.
01/19/24	S. Ruben	0.10	88.00	Correspond with J. Mendelsohn, A. Goodman, D. Fogel, and T. Labuda re final fee application.
01/19/24	S. Ruben	0.50	440.00	Conference with D. Fogel, J. Mendelsohn, A. Goodman and T. Labuda re transaction fees.
01/19/24	S. Ruben	0.10	88.00	Conference with T. Labuda re final fee application.

Cyxtera
102712

January 23, 2024

Matter: 21421443-000052
Invoice No.: 2720342

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Amount</u>	<u>Narrative</u>
01/19/24	T. Labuda	0.10	145.00	Conference with Fogel re sale fee.
01/19/24	T. Labuda	0.40	580.00	Conference with deal team re final fee application and sale fee calculation.
01/21/24	S. Ruben	1.20	1,056.00	Draft final fee application.
01/21/24	S. Ruben	0.10	88.00	Correspond with T. Labuda re final fee application.
01/22/24	S. Ruben	1.60	1,408.00	Draft final fee application.
01/22/24	S. Ruben	0.10	88.00	Correspond with T. Labuda re final fee application.
01/22/24	S. Ruben	0.80	704.00	Conference with T. Labuda re final fee application.
01/22/24	S. Ruben	0.10	88.00	Correspond with A. Goodman re final fee application.
01/22/24	S. Ruben	0.10	88.00	Correspond with M. Feeney re final fee application.
01/22/24	T. Labuda	0.60	870.00	Review and comment on final fee application.
01/22/24	T. Labuda	0.20	290.00	Review revised final fee application.
01/22/24	T. Labuda	0.20	290.00	Conferences with Ruben re final fee application comments.
Total Hours		23.70		
Fee Amount				\$ 25,587.00

TIME AND FEE SUMMARY

<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
T. Labuda	\$ 1,450.00	8.30	\$ 12,035.00
E. Chew	\$ 880.00	4.00	\$ 3,520.00
S. Ruben	\$ 880.00	<u>11.40</u>	<u>\$ 10,032.00</u>
Totals		23.70	\$ 25,587.00

Cyxtera
102712

January 23, 2024

Matter: 21421443-000052
Invoice No.: 2720342

Fee Total	\$ 25,587.00
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Invoice Total	\$ <u>25,587.00</u>
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Exhibit C

Retention Order



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

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Proposed Co-Counsel for Debtors and Debtors in Possession

In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹

Order Filed on July 18, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

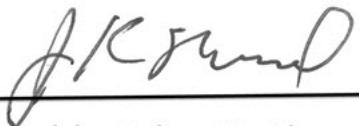


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**ORDER (I) AUTHORIZING THE DEBTORS TO
RETAIN AND EMPLOY GUGGENHEIM SECURITIES, LLC AS
INVESTMENT BANKER AS OF THE PETITION DATE, (II) MODIFYING CERTAIN
TIME-KEEPING REQUIREMENTS, AND (III) GRANTED RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through nine (9), is
ORDERED.

DATED: July 18, 2023


Honorable John K. Sherwood
United States Bankruptcy Court

Upon consideration of the application (the “Application”)² of the Debtors for entry of an order (this “Order”) authorizing the Debtors to retain and employ Guggenheim Securities, LLC (“Guggenheim Securities”) as their investment banker, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, effective as of the Petition Date, pursuant to the terms of the Amended Engagement Letter, all as more fully described in the Application; and the Court being satisfied, based on the representations made in the Application and the Bojmel Declaration, that Guggenheim Securities does not hold or represent any interest adverse to the Debtors’ estates and is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided pursuant to the Local Rules; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and objections (if any) to the Application having been withdrawn, resolved or overruled on the merits; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and this Court having found

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

that sufficient cause exists for the relief set forth herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. Pursuant to section 327(a) and 328(a) of the Bankruptcy Code, the Debtors are authorized to retain and employ Guggenheim Securities as their investment banker in these chapter 11 cases, pursuant to the terms and subject to the conditions set forth in the Amended Engagement Letter (of which a copy of the Engagement Letter is attached hereto as Exhibit 1, and a copy of the Amendment is attached hereto as Exhibit 2) to the extent approved herein.
3. Except to the extent set forth herein, the Amended Engagement Letter, including, without limitation, the Fee and Expense Structure, is approved pursuant to section 328(a) of the Bankruptcy Code, and the Debtors are authorized to pay, reimburse, and indemnify Guggenheim Securities in accordance with the terms and conditions of, and at the times specified in, the Amended Engagement Letter.
4. Guggenheim Securities shall file applications for allowance of compensation and reimbursement of expenses pursuant to and in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders and procedures of this Court; *provided* that the fees, expenses and other compensation payable to Guggenheim Securities pursuant to the Amended Engagement Letter shall be subject to review pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code, except, notwithstanding any provisions to the contrary in this Order, the U.S. Trustee shall retain the right and be entitled to object to Guggenheim Securities' fees, expenses and other

compensation based on the reasonableness standard provided for in section 330 and 331 of the Bankruptcy Code.

5. In the event that, during the pendency of these chapter 11 cases, Guggenheim Securities requests reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in Guggenheim Securities' fee applications, and such invoices and time records shall be in compliance with the Local Rules, the U.S. Trustee Guidelines, and the standards of section 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, Guggenheim Securities shall only be reimbursed for any legal fees incurred in connection with these chapter 11 cases to the extent permitted under applicable law and the decisions of this Court.

6. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, orders of this Court, or any guidelines regarding submission and approval of fee applications, in light of services to be provided by Guggenheim Securities and the structure of Guggenheim Securities' compensation pursuant to the Amended Engagement Letter, Guggenheim Securities and its professionals shall be granted a limited waiver of the information-keeping requirements of Bankruptcy Rule 2016(a), Local Rule 2016-1, the U.S. Trustee Guidelines, and any otherwise applicable orders or procedures of the Court in connection with the services to be rendered pursuant to the Amended Engagement Letter, and shall instead be required only to maintain time records of its services rendered for the Debtors in half-hour increments.

7. Notwithstanding anything to the contrary in the Application or any of its attachments, no amounts shall be paid to Guggenheim Securities absent an order of this Court approving a fee application filed on notice to parties in interest in these chapter 11 cases under the procedures set forth in any order entered by the Court in these chapter 11 cases allowing for interim compensation, except that the Debtors are authorized to pay the \$175,000 Monthly Fee to Guggenheim Securities each month when required under the Amended Engagement Letter without a prior fee application; *provided*, however, that Guggenheim Securities shall file interim fee applications pursuant to the deadlines and other procedures specified for interim fee applications set forth in any order entered by the Court in these chapter 11 cases allowing for interim compensation, except as otherwise expressly set forth in this Order.

8. The indemnification, contribution, and reimbursement provisions included in the Indemnification Provisions annexed to the Amended Engagement Letter are approved, subject during the pendency of these chapter 11 cases to the following modifications:

- a. subject to the provisions of subparagraphs (b) and (d) below, the Debtors are authorized to indemnify the indemnified persons in accordance with the Amended Engagement Letter for any claim arising from, related to, or in connection with their performance of the services described in the Amended Engagement Letter; *provided, however*, that the indemnified persons shall not be indemnified for any claim arising from services other than the services provided under the Amended Engagement Letter, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;
- b. notwithstanding anything to the contrary in the Amended Engagement Letter, the Debtors shall have no obligation to indemnify any person or provide contribution or reimbursement to any person for any claim or expense to the extent that it is (i) judicially determined (the determination having become final) to have arisen primarily from that person's bad faith, actual fraud, breach of fiduciary duty (if any), gross negligence or willful misconduct, (ii) for a contractual dispute in which the Debtors allege breach of Guggenheim Securities' obligations under the Amended Engagement Letter unless this Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial

determination as to sub-clauses (i) or (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Amended Letter, as modified by this Order;

- c. if, during the pendency of these chapter 11 cases, the Indemnification Provisions annexed to the Engagement Amended Letter are held to be unenforceable by reason of the exclusions set forth in subparagraph (b) above, and Guggenheim Securities or another indemnified person makes a claim for the payment of any amounts by the Debtors on account of the Debtors' contribution obligations, then any limitations on Guggenheim Securities' contribution obligations set forth in the third sentence of the fourth paragraph of the Indemnification Provisions annexed to the Amended Engagement Letter shall not apply; and
- d. if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, Guggenheim Securities believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Amended Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, Guggenheim Securities must file an application before this Court and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment; provided, however, that for the avoidance of doubt, this subparagraph (d) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses for indemnification, contribution, or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify Guggenheim Securities.

9. Guggenheim Securities will apply the expense advances received from the Debtors before the Petition Date first to any prepetition expenses incurred but not reimbursed prepetition and second to any postpetition expenses.

10. Any Sale Transaction Fee due to Guggenheim Securities as a result of the closing of any Sale Transaction shall be segregated and escrowed (for the exclusive benefit of Guggenheim Securities) from the proceeds of such Sale Transaction (including, without limitation, from the proceeds of any liquidation or other disposition of the Debtors' assets), as an express carve-out from the collateral of the Debtors' pre- and postpetition secured lenders, prior to any other use or

distribution of such proceeds. If any Sale Transaction is the result of a successful bid (including on account of any successful credit bid) without a cash component sufficient to pay the corresponding Sale Transaction Fee due to Guggenheim Securities in full, then any resulting unpaid portion of the Sale Transaction Fee due to Guggenheim Securities shall be segregated and escrowed (for the exclusive benefit of Guggenheim Securities) at the closing of such Sale Transaction from the available cash of the Debtors, as an express carve-out from the collateral of the Debtors' pre- and postpetition secured lenders; provided that if the Debtors do not have sufficient cash to pay the unpaid portion of such Sale Transaction Fee in full, or any portion thereof, then the successful bidder (including on account of any successful credit bid) shall immediately set aside from its own funds and escrow (for the exclusive benefit of Guggenheim Securities) any such amount necessary to pay Guggenheim Securities such unpaid portion of the Sale Transaction Fee in full at the closing of such Sale Transaction. For the avoidance of doubt, nothing in this Order shall prohibit or be construed to prohibit the use of any unencumbered assets of the Debtors or the proceeds thereof to pay any fees and expenses of Guggenheim Securities or the assertion or allowance of an administrative priority claim under sections 503(b)(2) and 507(a)(2) of the Bankruptcy Code, if applicable, on account of any fees or expenses of Guggenheim Securities.

11. Notwithstanding anything in the Application or the Amended Engagement Letter to the contrary, to the extent Guggenheim Securities retains the services of subcontractors or employees of foreign affiliates or subsidiaries (collectively, the "Contractors") in these chapter 11 cases to conduct certain of its investment banking services under the Amended Engagement Letter in its stead and Guggenheim Securities seeks to pass through to the Debtors, and requests to be reimbursed for, the fees and/or costs of the Contractors, Guggenheim Securities shall (a) pass

through the fees of such Contractors to the Debtors at the same rate that Guggenheim Securities pays the Contractors; (b) seek reimbursement for actual costs of the Contractors only; and (c) ensure that the Contractors perform the conflicts check required by Bankruptcy Rule 2014 and file with the Court such disclosures as required by Bankruptcy Rule 2014.

12. None of the fees payable to Guggenheim Securities under the Amended Engagement Letter shall constitute a “bonus” or fee enhancement under applicable law.

13. To the extent that there may be any inconsistency between the terms of the Amended Engagement Letter, the Application, the Bojmel Declaration, and this Order, the terms of this Order shall govern.

14. The Debtors and Guggenheim Securities are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

15. Notice of this Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

16. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

17. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT 1

Engagement Letter

GUGGENHEIM

GUGGENHEIM SECURITIES, LLC
330 MADISON AVENUE
NEW YORK, NEW YORK 10017
GUGGENHEIMPARTNERS.COM

Execution Copy

Amended and Restated as of April 1, 2023
Effective as of December 14, 2022

Cyxtera Technologies, Inc.
2333 Ponce De Leon Blvd., Suite 900
Coral Gables, FL 33134

Attention: Nelson Fonseca
Chief Executive Officer

Ladies and Gentlemen:

This letter agreement (together with the Annex and the Indemnification Provisions attached hereto, this “Agreement”) confirms the agreement between Cyxtera Technologies, Inc. (collectively with its subsidiaries and controlled affiliates and as more fully described below, the “Company”) and Guggenheim Securities, LLC (“Guggenheim Securities”) as follows:

1. The Company hereby engages Guggenheim Securities to act as the Company’s financial advisor and/or investment banker in connection with any Restructuring Transaction, Liability Management Transaction, Financing Transaction and/or Sale Transaction (each as defined below and each, a “Transaction”) (and/or as the Company’s placement agent in connection with any Financing Transaction that constitutes a private placement of securities, where Guggenheim Securities agrees to act in such capacity).
2. Guggenheim Securities hereby accepts the engagement and, in that connection, to the extent requested by the Company and appropriate under the circumstances, agrees to assist the Company with respect to the following:
 - (a) Review and analysis of the business, financial condition and prospects of the Company;
 - (b) Evaluation of the liabilities of the Company, its debt capacity and its strategic and financial alternatives;
 - (c) In connection with any Transaction:
 - (i) Evaluation, from a financial and capital markets point of view, of alternative structures and strategies for implementing the Transaction;
 - (ii) Preparation of offering, marketing or other transaction materials concerning the Company and the Transaction for distribution and presentation to the Company’s creditors (the “Creditors”), Acquirors (as defined below) and/or investors (the “Investors,” and together with the Creditors, the Acquirors and any other counterparty to a Transaction, each a “Transaction Counterparty”);
 - (iii) Development and implementation of a marketing plan with respect to such Transaction;

Cyxtera Technologies, Inc.
Amended and Restated as of April 1, 2023
Effective as of December 14, 2022
Page 2

- (iv) Identification and solicitation of, and the review of proposals received from, the Investors and other prospective Transaction Counterparties; and
 - (v) Negotiation of the Transaction;
- (d) If the Company determines to pursue or effect any Transaction in connection with a Bankruptcy Case (as defined below) (including any time prior to, but in anticipation of, the occurrence of any such Bankruptcy Case), evaluation, from a financial point of view, of alternative strategies for implementing any such Transaction, including pursuant to a plan of reorganization or liquidation (as the same may be modified from time to time, a “Plan”), which may be a plan under Chapter 11 (as defined below) of the Bankruptcy Code (as defined below) confirmed in connection with any Bankruptcy Case (as defined below) in Bankruptcy Court (as defined below); and
- (e) Such other matters as may be agreed upon by Guggenheim Securities and the Company in writing (including without limitation via email) during the term of this engagement.

To the extent requested by the Company and appropriate under the circumstances, Guggenheim Securities agrees to assist the Company with respect to participating in hearings before any applicable Insolvency Authority (as defined below) with respect to the matters upon which Guggenheim Securities has provided advice, including, as relevant, coordinating with the Company’s legal counsel with respect to providing testimony in connection therewith.

In addition, to the extent requested by the Company and appropriate under the circumstances, Guggenheim Securities agrees to be available to meet with the Company’s Board of Directors (or comparable governing body) and senior management to discuss the matters on which Guggenheim Securities has been engaged to provide services hereunder.

Guggenheim Securities understands and acknowledges that the Company may separately engage at any time (or may have separately engaged) other investment banks or financial advisors to assist it with any Transaction (collectively, “Other Advisors”), and Guggenheim Securities agrees, to the extent requested by the Company and appropriate under the circumstances, to coordinate with such Other Advisors in connection with matters on which Guggenheim Securities has been engaged to provide services hereunder. The Company hereby acknowledges and agrees that (a) Guggenheim Securities’ and such Other Advisors’ respective engagements are and will remain several and not joint, (b) Guggenheim Securities and such Other Advisors are each responsible to their clients solely pursuant to the terms and conditions of their own respective separate engagement letters with their clients, (c) Guggenheim Securities and any such Other Advisor are not and will not be authorized to act for or bind one another, (d) Guggenheim Securities will have no responsibility or liability to the Company or any other party for any act or omission by such Other Advisors in connection with their separate engagements and (e) the compensation and other amounts payable to Guggenheim Securities under this Agreement will be solely for the account of Guggenheim Securities and, except as expressly set forth herein, no services performed by, and no fee or compensation payable to, any Other Advisor will reduce or otherwise affect any fee, compensation or other amount payable to Guggenheim Securities hereunder.

3. For purposes herein:
 - (a) The term “Company” includes Cyxtera Technologies, Inc. and its subsidiaries and controlled affiliates, and any other entity that any of the foregoing may form or invest in to consummate any Transaction and will also include any successor to or assignee of all or a portion of the assets and/or

Cyxtera Technologies, Inc.
Amended and Restated as of April 1, 2023
Effective as of December 14, 2022
Page 3

businesses of any of the foregoing entities howsoever any portion of such assets or businesses are assigned or transferred to such entities (including without limitation any such of the foregoing entities as reorganized pursuant to or under a Plan).

- (b) The term “Restructuring Transaction” means and includes any transaction, to the extent contemplated to be consummated or become effective as of or at any time following the A&R Date (as defined below), whereby (A) directly or indirectly and whether acting alone or with one or more other parties, the Company effects any restructuring, reorganization, rescheduling, recapitalization, reduction, cancellation, elimination, retirement, repayment, purchase, repurchase and/or modification or amendment of any material portion of (or of any of the terms, conditions or covenants of any of the Covered Documents (as defined below) relating to) any of the Company’s debt securities and/or other indebtedness, obligations or liabilities (including, without limitation, unfunded pension and retiree medical liabilities, lease obligations, trade credit facilities, contract or tort obligations, joint venture interests and/or partnership interests), preferred stock, common stock and/or hybrid securities, however such result is achieved, including without limitation through any one or a combination of the following: an exchange or tender offer, a consent solicitation, a solicitation of waivers, acceptances or authorizations, covenant relief, the rescheduling of debt maturities, a reduction in interest rates, the settlement or forgiveness of debt, the conversion of debt into equity, and other amendments to the terms, conditions or covenants of the Company’s debt instruments or documents; and/or (B) a Plan is confirmed in connection with a Bankruptcy Case.
- (c) The term “Liability Management Transaction” means and includes any transaction, to the extent contemplated to be consummated or become effective prior to the A&R Date, whereby directly or indirectly and whether acting alone or with one or more other parties, the Company effects (x) any restructuring, reorganization, rescheduling, recapitalization, reduction, cancellation, elimination, retirement, repayment, purchase and/or repurchase of any portion of the Company’s indebtedness, obligations or liabilities, and/or (y) any amendment or other modification of any of the terms, conditions or covenants of any of the agreements, documents or other arrangements underlying any portion of the Company’s indebtedness, obligations or liabilities (or pursuant to which any such indebtedness, obligations or liabilities are issued, created or incurred, collectively, the “Covered Documents”), in the case of each of clauses (x) and (y), however such result is achieved, including without limitation through any one or a combination of the following: an exchange or tender offer, a consent solicitation, a solicitation of waivers, acceptances or authorizations, covenant relief, the rescheduling of debt maturities, a change in interest rates, the settlement or forgiveness of debt, the conversion of debt into equity, and other amendments to the terms, conditions or covenants of the Company’s debt instruments or documents.
- (d) The term “Financing Transaction” means and includes any transaction or series of related transactions whereby, directly or indirectly and whether acting alone or with one or more other parties, the Company raises, sells, places, or issues, including through a rights offering, any (i) secured or unsecured debt (including, without limitation, any loan, debentures, bonds, notes, asset-backed debt financing or other structured debt securities, instruments or obligations and/or any “debtor-in-possession financing” or “exit financing” in connection with a Bankruptcy Case, including, with respect to any such “debtor-in-possession financing” or “exit financing,” any amounts of then existing debt “rolled up,” “rolled over” or “rolled into” such financing, as the case may be) (any of the foregoing, a “Debt Financing”) or (ii) equity interests including, without limitation, any preferred stock or common stock, any equity-linked securities, any convertible debt or equity securities, or any options, warrants or other rights to acquire equity interests in the Company or any of its subsidiaries or affiliates (any of the foregoing, an “Equity Financing”), in all cases howsoever effected, whether

Cyxtera Technologies, Inc.

Amended and Restated as of April 1, 2023

Effective as of December 14, 2022

Page 4

effected pursuant to a Plan confirmed in connection with a Bankruptcy case, outside a Bankruptcy Case, or otherwise.

- (e) The term “Sale Transaction” means and includes any transaction or series of related transactions (regardless of the form of the transaction, the nature of the transaction consideration or how such transaction is effected) whereby, directly or indirectly, any material portion of the equity securities in or of the Company or any of its subsidiaries or controlled affiliates or any material portion of any of the Company’s or its subsidiaries’ or controlled affiliates’ businesses or assets are transferred to, disposed of, or combined with one or more persons, groups of persons, partnerships, corporations or any other entity (including, without limitation, one or more of the Company’s or any of its subsidiaries’ or controlled affiliates’ creditors acquiring such businesses or assets through any in- or out-of-court foreclosure or credit bid process or any other similar process) (any of the foregoing, including any potential acquiror, each an “Acquiror” and collectively “Acquirors”), including without limitation via (i) a sale, acquisition, purchase or exchange of stock (including shares issuable upon conversion of any securities or debt convertible into stock) or options, (ii) the acquisition of all or any material portion of the assets, properties or businesses of the Company or any of its subsidiaries or controlled affiliates by way of a direct or indirect acquisition, purchase, exchange, joint venture, partnership, other business combination or other means, including, without limitation, transactions under Section 363 of the Bankruptcy Code (including, without limitation, one or more of the Company’s or any of its subsidiaries’ or controlled affiliates’ creditors acquiring such businesses or assets through a credit bid), (iii) a lease or license of any material portion of the assets of the Company or any of its subsidiaries or controlled affiliates (with or without a purchase option), (iv) a joint venture or (v) a merger, reverse merger, consolidation, reorganization, scheme of arrangement, tender offer, exchange offer, leveraged buyout, recapitalization or any other such corporate transaction or business combination involving the Company or any of its subsidiaries or controlled affiliates; *provided, however,* that a “Sale Transaction” shall not include (a) any stand-alone asset sale transaction (or, if applicable, stand-alone series of related asset sale transactions) in respect of which the aggregate consideration (determined, among other things (but without limitation), by reference to the value of all cash, securities and/or other property or consideration in any form paid or to be paid, directly or indirectly, by the applicable Transaction Counterparty to the Company and/or its contract parties, claim holders, security holders and employees in connection therewith, and/or the principal or face amount of any liabilities, preferred stock or other obligations assumed, acquired, redeemed or repaid, directly or indirectly, in connection therewith) is less than \$30,000,000, (b) any stand-alone sale transaction (or, if applicable, stand-alone series of related sale transactions) relating solely to the sale, transfer or other disposition of the Company’s data center operations or assets in Santa Clara, California, Vancouver, Canada or Montreal, Canada, or (c) any stand-alone termination of the Company’s lease for its Amsterdam, the Netherlands data center facility; unless, in the case of any of the transactions described in any of the foregoing clauses (a), (b) or (c), Guggenheim Securities provides advice or services hereunder in connection therewith, in which case such applicable sale or termination transaction(s) will, without limiting any other provision herein (including any pertaining to any other Transaction), be deemed to constitute a “Sale Transaction” hereunder.
- (f) The term “Other Advisor-Led Transaction” refers to any Transaction, to the extent (and solely to the extent) consummated prior to the A&R Date, in respect of which each of the following conditions is satisfied: (w) one or more Other Advisors provide the Company with advice and services in connection with such Transaction (pursuant to each such Other Advisor’s own separate engagement letter with the Company), (x) any one of such Other Advisors has “left side” designation (or other equivalent designation) and appears on the top left of all customary offering, marketing or other applicable transaction materials concerning and prepared in connection with such Transaction, (y)

Cyxtera Technologies, Inc.
Amended and Restated as of April 1, 2023
Effective as of December 14, 2022
Page 5

Guggenheim Securities has “right side” designation (or other equivalent designation), and appears to the right of each such Other Advisor, in all customary offering, marketing or other applicable transaction materials concerning and prepared in connection with such Transaction, and (z) in connection with such Transaction, each such Other Advisor and Guggenheim Securities holds the roles and responsibilities conventionally understood to be associated with such of its aforementioned respective name placements.

- (g) The term “Transaction Fee” refers to any Restructuring Transaction Fee, Liability Management Transaction Fee, Financing Fee and/or Sale Transaction Fee (as each such term is defined below), as the context requires.

Notwithstanding the foregoing, any stand-alone transaction, to the extent (and solely to the extent) consummated prior to the A&R Date and effected solely to provide for the leasing by the Company of any real or tangible property, which property has been or is to be sold or transferred by the Company to a third party in contemplation of such leasing, shall not be deemed to constitute a Liability Management Transaction, Financing Transaction or Sale Transaction hereunder, and, for the avoidance of doubt, Guggenheim Securities shall not be required to provide the Company with any advice or services hereunder in connection with any such transaction (it being understood, for the avoidance of doubt, that as of and at any time following the A&R Date, this paragraph shall not be given any effect hereunder).

4. In consideration of Guggenheim Securities’ services pursuant to this Agreement, the Company agrees to pay Guggenheim Securities the following compensation:

- (a) *Monthly Fees:*

- (i) The Company will pay Guggenheim Securities a non-refundable cash fee of \$175,000 per month (each, a “Monthly Fee”), which will be due and paid by the Company in advance promptly upon the effective date of this Agreement and, thereafter, on the first business day of each month during the period of Guggenheim Securities’ engagement hereunder, in each case, whether or not any Transaction is consummated; *provided, that*, with respect to (and solely with respect to) such initial Monthly Fee, the amount thereof shall be prorated to reflect the number of days from December 14, 2022 through and including December 31, 2022 relative to the total number of days in such month.

Notwithstanding the foregoing, if the date (the “Signing Date”) on which this Agreement is signed by the Company occurs after December 14, 2022, then, promptly upon such Signing Date, the Company shall pay to Guggenheim Securities the aggregate amount of all Monthly Fees that shall have become due prior to the Signing Date pursuant to the immediately preceding paragraph, together with any Monthly Fee, if any, actually due on such Signing Date.

- (ii) With respect to (and solely with respect to) the first through the third full Monthly Fees actually paid hereunder, an amount equal to 100% of such Monthly Fees actually paid to Guggenheim Securities shall be credited (but only once) against any Restructuring Transaction Fee or Liability Management Transaction Fee that thereafter becomes payable pursuant to Section 4(b) or 4(c); it being understood, for the avoidance of doubt, that such crediting availability set forth in this paragraph, having been fully utilized prior to the A&R Date, is no longer available hereunder.

- (b) *Restructuring Transaction Fee(s):*

Cyxtera Technologies, Inc.

Amended and Restated as of April 1, 2023

Effective as of December 14, 2022

Page 6

- (i) If any Restructuring Transaction is consummated or otherwise becomes effective during the period of Guggenheim Securities' engagement hereunder (or following any expiration or termination of such engagement, subject to Section 7(c) hereof), then, in each case, the Company will pay Guggenheim Securities a cash fee (each, a "Restructuring Transaction Fee") in an amount equal to 1.00% of the Aggregate Restructuring Value (as defined below) relating to such Restructuring Transaction.
- (ii) Any such Restructuring Transaction Fee will be payable promptly upon the consummation of any Restructuring Transaction (or, if earlier, upon such time as any Restructuring Transaction first becomes effective); *provided, however,* that (x) in connection with any Restructuring Transaction that is contemplated to be consummated in connection with a pre-packaged, pre-arranged or similar Plan in a Bankruptcy Case, (1) in connection with a pre-packaged or similar Plan, 100% of the Restructuring Transaction Fee and (2) in connection with a pre-arranged or similar Plan, 50% of the Restructuring Transaction Fee will, in the case of each of the foregoing clauses (1) and (2), be paid by the Company to Guggenheim Securities prior to the commencement of such Bankruptcy Case (with the balance thereof, in connection with a pre-arranged or similar Plan, to be paid by the Company promptly upon the consummation of a Restructuring Transaction); it being understood that, in the event that any portion of the Restructuring Transaction Fee is paid in connection with such a pre-packaged, pre-arranged or similar Plan in a Bankruptcy Case but a Restructuring Transaction is not thereafter consummated, then such fee previously paid shall be credited against any subsequent Transaction Fee that becomes payable hereunder by the Company to Guggenheim Securities or, if not able to be so credited, shall be returned to the Company, and (y) the Restructuring Transaction Fee in connection with any Restructuring Transaction that is contemplated to be effectuated pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (the "Securities Act"), will be fully earned and payable on the date that definitive offer documents for the related exchange offer under Section 3(a)(9) of the Securities Act are first distributed to creditors whose claims would be affected thereby, without regard to the results of such exchange offer or any other contingency. For the avoidance of doubt, with respect to (and solely with respect to) any Restructuring Transaction effectuated pursuant to Section 3(a)(9) of the Securities Act, the only Restructuring Transaction Fee payable hereunder on account of each such Restructuring Transaction shall be the fee payable under clause (y) above.
- (iii) For purposes hereof, the term "Aggregate Restructuring Value" with respect to any Restructuring Transaction will mean and include the aggregate (A) principal or face amount of all of the Company's outstanding indebtedness (including accrued and unpaid interest) and existing but undrawn credit facilities and/or lines of credit (including existing but undrawn revolver or other debt commitments), whether such indebtedness and other obligations are restructured, reorganized or recapitalized (including without limitation, through any exchange, conversion, cancellation, forgiveness, retirement and/or modification or amendment to the terms, conditions or covenants of any of the Covered Documents relating thereto) and/or refinanced, replaced, refunded, repaid, extended, defeased, assumed, acquired, retired, redeemed or repaid (directly or indirectly) in connection with such applicable Restructuring Transaction, or whether they remain on the Company's financial statements upon consummation of the Restructuring Transaction, and (B) face amount of all of the Company's liabilities and obligations under its operating leases and/or capital leases, which (or, as applicable, in respect of which the terms, conditions or covenants of any of the Covered Documents relating thereto), in connection with such applicable Restructuring Transaction, are, in each case, directly or indirectly, restructured, reorganized, recapitalized, exchanged, converted, cancelled, eliminated,

Cyxtera Technologies, Inc.
Amended and Restated as of April 1, 2023
Effective as of December 14, 2022
Page 7

retired, replaced, repurchased, repaid and/or substantively amended or modified.

(c) *Liability Management Transaction Fee(s):*

- (i) If any Liability Management Transaction is consummated or otherwise becomes effective during the period of Guggenheim Securities' engagement hereunder (or following any expiration or termination of such engagement, subject to Section 7(c) hereof), then, in each case, the Company will pay Guggenheim Securities a cash fee (each, a "Liability Management Transaction Fee") in an amount equal to the sum of:
 - A. 0.75% of the Aggregate Affected Revolver Debt (as defined below) relating to such Liability Management Transaction or, to the extent such Liability Management Transaction constitutes an Other Advisor-Led Transaction, 0.25% of the Aggregate Affected Revolver Debt relating thereto or, to the extent such Liability Management Transaction constitutes an Excluded Liability Management Transaction (as defined below), 0.00% of the Aggregate Affected Revolver Debt relating thereto; plus
 - B. 1.00% of the Aggregate Affected (Non-Revolver) Debt (as defined below) relating to such Liability Management Transaction or, to the extent such Liability Management Transaction constitutes an Other Advisor-Led Transaction, 0.25% of the Aggregate Affected (Non-Revolver) Debt relating thereto.

As used herein, the term "Excluded Liability Management Transaction" refers to any Liability Management Transaction in respect of which each of the following conditions is satisfied: (x) the Other Advisors that are providing the Company with advice and services (and that are being compensated by the Company) in connection with such Liability Management Transaction (pursuant to separate engagement letter(s) with the Company) consist of (i) banking or financial institutions that (as of the date of this Agreement) are lenders under the Company's revolving credit facility(ies) and/or (ii) Nomura Securities International, Inc. and/or (ii) BC Partners Securities LLC, and (y) at the Company's express written request, Guggenheim Securities did not provide the Company with any advice or services hereunder in connection with such Liability Management Transaction.

- (ii) Any such Liability Management Transaction Fee will be payable promptly upon the consummation of any Liability Management Transaction (or, if earlier, upon such time as any Liability Management Transaction first becomes effective); *provided, however,* that the Liability Management Transaction Fee in connection with any Liability Management Transaction that is contemplated to be effectuated pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (the "Securities Act"), will be fully earned and payable on the date that definitive offer documents for the related exchange offer under Section 3(a)(9) of the Securities Act are first distributed to creditors whose claims would be affected thereby, without regard to the results of such exchange offer or any other contingency. For the avoidance of doubt, with respect to (and solely with respect to) any Liability Management Transaction effectuated pursuant to Section 3(a)(9) of the Securities Act, the only Liability Management Transaction Fee payable hereunder on account of each such Liability Management Transaction shall be the fee payable pursuant to the *proviso* clause in the immediately preceding sentence.
- (iii) For purposes hereof, with respect to any Liability Management Transaction:

Cyxtera Technologies, Inc.

Amended and Restated as of April 1, 2023

Effective as of December 14, 2022

Page 8

- A. The term “Aggregate Affected Revolver Debt” refers to such portion (if any) of the Aggregate Affected Debt (as defined below) relating to such Liability Management Transaction that is attributable to the Company’s revolving credit facility(ies), and the term “Aggregate Affected (Non-Revolver) Debt” shall refer to any and all portions (if any) of said Aggregate Affected Debt that does not constitute Aggregate Affected Revolver Debt.
- B. The term “Aggregate Affected Debt” will mean and include the aggregate (A) principal or face amount of all of the Company’s outstanding indebtedness (including accrued and unpaid interest) and existing but undrawn credit facilities and/or lines of credit (including existing but undrawn revolver or other debt commitments), (B) liquidation preference of the Company’s preferred stock (including any accrued and unpaid dividends) and (C) face amount of all other obligations (including, without limitation, any operating leases and/or capital leases), which (or, as applicable, in respect of which the terms, conditions or covenants of any of the Covered Documents relating thereto), in connection with such applicable Liability Management Transaction, are, in each case, directly or indirectly, restructured, recapitalized, exchanged, converted, cancelled, eliminated, retired, replaced, repurchased, repaid and/or amended, modified or otherwise impacted.

(d) *Financing Fee(s):*

- (i) If any Financing Transaction is consummated during the period of Guggenheim Securities’ engagement hereunder (or following any expiration or termination of such engagement, subject to Section 7(c) hereof), then, in each case, the Company will pay Guggenheim Securities one or more cash fees (each, a “Financing Fee”) in an amount equal to the sum of:
 - A. 100 basis points (1.00%) of the aggregate face amount of any new money debt obligations (including the face amount of any related commitments) to be issued or raised by the Company in any Debt Financing that is secured by first priority liens over the Company’s assets; plus
 - B. 200 basis points (2.00%) of the aggregate face amount of any new money debt obligations (including the face amount of any related commitments) to be issued or raised by the Company in any Debt Financing that is not covered by Section 4(d)(i)(A); plus
 - C. 300 basis points (3.00%) of the aggregate amount of gross proceeds (including the face amount of any related commitments) raised by the Company in any Equity Financing that is not covered by Section 4(d)(i)(D); plus
 - D. 400 basis points (4.00%) of the aggregate amount of gross proceeds (including the face amount of any related commitments) raised by the Company in any Equity Financing pursuant to which the Company raises, sells, places or issues shares of common stock; plus
 - E. With respect to any other securities or indebtedness issued that is not otherwise covered by Sections 4(d)(i)(A) to 4(d)(i)(D) above, such financing fees, underwriting discounts, placement fees or other compensation as customary under the circumstances and mutually agreed in writing in advance by the Company and Guggenheim Securities.
- (ii) Financing Fees for any Financing Transaction will be payable upon the consummation of the related Financing Transaction; *provided, however,* that with respect to any Financing Transaction

Cyxtera Technologies, Inc.

Amended and Restated as of April 1, 2023

Effective as of December 14, 2022

Page 9

that is contemplated to be consummated in connection with a pre-packaged, pre-arranged or similar Plan relating to a Bankruptcy Case, the Financing Fee will in any event be paid by the Company prior to the commencement of such applicable Bankruptcy Case.

(e) *Sale Transaction Fee(s):*

- (i) If any Sale Transaction is consummated during the period of Guggenheim Securities' engagement hereunder (or following any expiration or termination of such engagement, subject to Section 7(c) hereof), then in each case, the Company will pay Guggenheim Securities a cash fee (each, a "Sale Transaction Fee") in an amount equal to 1.00% of the Aggregate Sale Consideration (as defined below) relating to such Sale Transaction.
- (ii) Any such Sale Transaction Fee will be payable promptly upon the consummation of any Sale Transaction; *provided, however,* that in connection with any Sale Transaction that is contemplated to be consummated in connection with a pre-packaged, pre-arranged or similar Plan in a Bankruptcy Case, (1) in connection with a pre-packaged or similar Plan, 100% of the Sale Transaction Fee and (2) in connection with a pre-arranged or similar Plan, 50% of the Sale Transaction Fee will, in the case of each of the foregoing clauses (1) and (2), be paid by the Company to Guggenheim Securities prior to the commencement of such Bankruptcy Case (with the balance thereof, in connection with a pre-arranged or similar Plan, to be paid by the Company promptly upon the consummation of a Sale Transaction); it being understood that, in the event that any portion of the Sale Transaction Fee is paid in connection with such a pre-packaged, pre-arranged or similar Plan in a Bankruptcy Case but a Sale Transaction is not thereafter consummated, then such fee previously paid shall be credited against any subsequent Transaction Fee that becomes payable hereunder by the Company to Guggenheim Securities or, if not able to be so credited, shall be returned to the Company.
- (iii) For purposes hereof, the term "Aggregate Sale Consideration," with respect to any Sale Transaction, will mean and include (A) the value of all cash, securities and/or other property or consideration in any form paid or to be paid, directly or indirectly, by the applicable Transaction Counterparty to the Company and/or its contract parties, claim holders, security holders and employees in connection with the Sale Transaction or any transaction related thereto (including, without limitation, the face amount of any indebtedness, securities or other property "credit bid" in any Sale Transaction and amounts paid by the applicable Transaction Counterparty (I) pursuant to covenants not to compete, employment contracts, employee benefit plans or other similar arrangements of the Company and (II) to holders of any warrants, stock purchase rights, convertible securities or similar rights of the Company and to holders of any options or stock appreciation rights issued by the Company, whether or not vested) plus (B) the principal or face amount of any liabilities or obligations (including the principal amount of any indebtedness for borrowed money and the face amount of any liabilities and obligations relating to any operating leases and capital leases) or preferred stock assumed, acquired, redeemed or repaid (directly or indirectly) following the execution of definitive documents with respect to a Sale Transaction or in connection with the Sale Transaction or related transaction or (but without limiting the foregoing) which remains on the Company's financial statements at the time of the Sale Transaction plus (C) only to the extent greater than zero, (I) the value of any current assets not sold to the applicable Transaction Counterparty minus (II) the value of any current liabilities not assumed by the applicable Transaction Counterparty, each such value as of the closing date of the Sale Transaction and as determined by Guggenheim Securities in good faith plus (D) to the extent in connection with or in contemplation of the Sale Transaction or any related

Cyxtera Technologies, Inc.
Amended and Restated as of April 1, 2023
Effective as of December 14, 2022
Page 10

transaction, any (I) amounts paid into escrow, (II) consideration that is contingent upon the occurrence of some future event (e.g., the net present value of any expected future earnout payments, milestone payments or royalties on future sales), (III) the aggregate amount of any dividends or other distributions declared by the Company (other than regularly scheduled dividends) and (IV) amounts paid by the Company to repurchase any securities of the Company (other than pre-existing, ordinary course repurchase programs). In calculating “Aggregate Sale Consideration,” any shares issuable upon exercise of “in-the-money” options, warrants or other “in-the-money” rights of conversion, whether or not vested, will be deemed to be acquired by such applicable Transaction Counterparty for the same consideration paid or to be paid with respect to such shares. As used in this Agreement, the terms “payment,” “paid” or “payable” will be deemed to include, as applicable, the issuance or delivery of securities or other property other than cash.

In the event that a Sale Transaction takes the form of a recapitalization of the Company (including, without limitation, an extraordinary dividend, a spin-off, split-off or similar transaction), Aggregate Sale Consideration will also include the fair market value of (i) the equity securities of the Company retained by the Company’s security holders and/or creditors following the consummation of such Transaction and (ii) any cash, securities (including securities of subsidiaries) or other consideration received by the Company’s security holders and/or creditors in exchange for or with respect to any securities of and/or claims against the Company in connection with such Transaction (all such cash, securities or other consideration received by such security holders and/or creditors being deemed to have been paid to such security holders and/or creditors in such Transaction). In the event the Sale Transaction does not involve the acquisition of full legal or economic ownership of the Company, Aggregate Sale Consideration will be calculated as if all the legal or economic interests in the Company were acquired in the Sale Transaction for the same per share consideration as the interests actually so acquired.

If any portion of the Aggregate Sale Consideration is paid in the form of securities, the value of such securities, for purposes of calculating the Sale Transaction Fee, will be determined based on the average of the closing price for such securities on the five trading days ending three trading days prior to the date of the closing. If such securities do not have an existing trading market, the value of the securities will be the fair market value on the day prior to the closing as mutually agreed by the Company and Guggenheim Securities in good faith.

- (f) *Miscellaneous.* The Company expressly acknowledges and agrees, for the avoidance of doubt (and without in any way limiting the foregoing provisions of this Section 4), that in connection with any Transaction, in the event that more than one such Transaction is effected or occurs, the Company will, in each case, separately pay Guggenheim Securities the applicable Transaction Fee on account of each such Transaction as and when specified in the foregoing provisions of this Section 4; it being understood (without limiting any of the foregoing or other provisions of this Agreement) that if the Company consummates any single transaction that simultaneously constitutes two different types of Transactions hereunder, then Guggenheim Securities shall not be paid two different types of Transaction Fees on account of that single transaction, but shall instead, on account of such single transaction, only be paid the higher of such two different types of Transaction Fees applicable thereto; it being further understood, for the avoidance of doubt (without limiting any of the foregoing or other provisions of this Agreement), that in connection with the substantially concurrent consummation of a series of transactions (whether or not related) constituting two or more Transactions hereunder, Guggenheim Securities shall be paid the applicable Transaction Fee on

Cyxtera Technologies, Inc.

Amended and Restated as of April 1, 2023

Effective as of December 14, 2022

Page 11

account of each such Transaction as and when specified in the foregoing provisions of this Section 4. No fee or compensation payable to any third party by the Company or any other person or entity in connection with the subject matter of this engagement will reduce or otherwise affect any fee payable by the Company to Guggenheim Securities hereunder.

5. In addition to any fees payable by the Company to Guggenheim Securities hereunder, the Company will, whether or not any Transaction contemplated by this Agreement will be proposed or consummated, reasonably promptly reimburse Guggenheim Securities, upon request, for its reasonable and documented travel and all other reasonable and documented out-of-pocket expenses incurred in connection with or arising out of this Agreement, including Guggenheim Securities' entering into this Agreement or Guggenheim Securities' activities under or as contemplated by this Agreement, including all reasonable fees, disbursements and other charges of (x) any legal counsel retained by Guggenheim Securities and (y) any other consultants and advisors retained by Guggenheim Securities with the consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed). Without limiting any of the foregoing (or any of the Indemnification Provisions attached hereto), prior to the commencement of any Bankruptcy Case, the aggregate amount of expenses reimbursable by the Company under this Section 5 shall not exceed \$100,000 without the Company's prior written consent (not to be unreasonably withheld); *provided* that such foregoing limitation shall not apply to any of the reasonable fees, disbursements or other charges of Guggenheim Securities' legal counsel referenced above ("Legal Fees"), as to which no expense cap will apply (it being understood that (without limiting the foregoing, or any of the Indemnification Provisions attached hereto), prior to the commencement of any Bankruptcy Case, Guggenheim Securities will provide notice to the Company to the extent it anticipates that the aggregate amount of Legal Fees reimbursable by the Company under this Section 5 will exceed \$150,000 during any three-consecutive-month period). The Company will also reimburse Guggenheim Securities, at such times as Guggenheim Securities will request, for any sales, use or similar taxes (including additions to such taxes, if any) arising in connection with any matter referred to or contemplated by this Agreement to the extent included in a monthly invoice.

Such reimbursements will be made reasonably promptly upon submission by Guggenheim Securities of customary statements for such expenses.

Prior to commencing a Bankruptcy Case, the Company will reimburse Guggenheim Securities for all reasonable and documented travel and other out-of-pocket expenses as outlined above that have not been reimbursed as of the date immediately preceding the commencement of such Bankruptcy Case.

6. The Company's obligation to pay any fee, expense or indemnity set forth herein will be absolute and unconditional and will not be subject to any reduction by way of setoff, recoupment or counterclaim. The Company further acknowledges and agrees that the various fees set forth in this Agreement have been agreed upon in anticipation that a substantial professional commitment of time and effort will be required of Guggenheim Securities in connection with this complex engagement (which actual time and effort to perform its services hereunder may vary substantially during the period of this engagement) and that such commitment may foreclose other business opportunities for it. Given the numerous and complex issues that may arise in engagements of this nature, the aforementioned issues with Guggenheim Securities' commitment to the variable level of time and effort necessary to address all such complex issues as they arise, the value and ultimate benefit to the Company and its constituents derived in substantial part from Guggenheim Securities' liability management and restructuring expertise as well as its capital markets knowledge, financing skills and mergers and acquisitions capabilities (some or all of which may be required during the term of Guggenheim Securities' engagement hereunder), and the market prices for professionals of Guggenheim Securities' stature and reputation for engagements of this nature, the

Cyxtera Technologies, Inc.
Amended and Restated as of April 1, 2023
Effective as of December 14, 2022
Page 12

Company expressly acknowledges and agrees that the fee and expense arrangements in this Agreement are just and reasonable under all applicable legal standards and provide the requisite certainty to the Company, regardless of the number of hours expended by Guggenheim Securities' professionals in the performance of the services to be provided hereunder, and none of the fees hereunder shall be considered to be "bonuses" or fee enhancements under applicable law.

7. The Company and Guggenheim Securities agree to the following termination and tail provisions:
 - (a) Guggenheim Securities' engagement hereunder may be terminated at any time by either Guggenheim Securities or the Company upon written notice thereof to the other party, in each case without liability or continuing obligation on the part of the Company or Guggenheim Securities, except as set forth below.
 - (b) In the event of any expiration or termination of Guggenheim Securities' engagement pursuant to this Agreement, Guggenheim Securities will continue to be entitled to payment by the Company (or its bankruptcy estates) of (i) any unpaid fees pursuant to Section 4 of this Agreement and (ii) any unreimbursed expenses pursuant to Section 5 of this Agreement that were incurred by Guggenheim Securities as a result of services rendered prior to the date of such expiration or termination, all of which amounts will become immediately payable by the Company (or its bankruptcy estates) in full. Furthermore, Sections 5 through 14 inclusive, and the Annex and the Indemnification Provisions attached hereto, will survive any expiration or termination of Guggenheim Securities' engagement hereunder.
 - (c) In addition, if, prior to the expiration of twelve (12) full months following any expiration or termination of Guggenheim Securities' engagement hereunder (other than any termination arising as a result of Guggenheim Securities' unilateral termination of its engagement or as a result of the Company's termination of Guggenheim Securities' engagement for cause (as defined below)) (such 12-month period, the "Tail Period"), any Transaction is consummated or becomes effective or any agreement to effect a Transaction is entered into (or otherwise becomes binding on the Company) pursuant to which a Transaction subsequently is consummated or becomes effective (including following the expiration of the Tail Period), the Company will pay Guggenheim Securities the full amount of the fees as and when specified in Section 4 above. For purposes of this clause (c), the term "cause" means Guggenheim Securities' gross negligence, bad faith or willful misconduct in rendering its services hereunder.
8. The Company agrees to indemnify Guggenheim Securities and certain related persons in accordance with the Indemnification Provisions attached hereto. The Company acknowledges and agrees that the Annex and the Indemnification Provisions are integral parts of this Agreement, and the provisions thereof are incorporated by reference herein in their entirety. Such Annex and Indemnification Provisions will survive any termination or completion of Guggenheim Securities' engagement hereunder. Any and all of the Company's obligations hereunder, including, without limitation, any obligation to pay any fee, expense or indemnity, are intended to be and are the joint and several obligations of all entities included in the definition of the term "Company."
9. In the event a Bankruptcy Case is commenced, the Company will apply promptly to the Bankruptcy Court for the approval, pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code, of this Agreement (including, without limitation, the compensation, expense reimbursement and indemnification provisions hereof) and Guggenheim Securities' retention by the Company under the terms of this Agreement pursuant to, and subject to the standards of review set forth in, Section 328(a) of the Bankruptcy Code

Cyxtera Technologies, Inc.
Amended and Restated as of April 1, 2023
Effective as of December 14, 2022
Page 13

(and not subject to the standards of review set forth in Section 330 of the Bankruptcy Code or any other standard of review), *nunc pro tunc* to the date the Bankruptcy Case is commenced, and will use its best efforts to obtain a final order of the Bankruptcy Court for authorization thereof. The retention application and the proposed final order authorizing Guggenheim Securities' retention must be acceptable to Guggenheim Securities and to the Company. Guggenheim Securities will have no obligation to provide services under this Agreement or any other agreement unless Guggenheim Securities' retention under this Agreement or such other agreement is approved by a final order of the Bankruptcy Court, not subject to appeal, acceptable to Guggenheim Securities in its sole discretion in accordance with the foregoing, within 60 days of the date of the commencement of any Bankruptcy Case. If such final order is not obtained within such 60-day period, or such order is later reversed, vacated, stayed or set aside for any reason, then Guggenheim Securities may terminate its engagement under this Agreement. The Company agrees that the post-petition fees as set forth in this Agreement, payments made pursuant to the expense reimbursement provisions of this Agreement and the Indemnification Provisions attached hereto shall be entitled to priority as expenses of administration under Sections 503(b)(1)(A), 503(b)(2) and 507(a)(2) of the Bankruptcy Code, as well as to the benefits of any "carve-outs" for professional fees and expenses (which carve-outs will be adequate to enable the Company to promptly pay Guggenheim Securities the fees and expense reimbursements contemplated hereby taking into account the Company's obligations to other professionals entitled to the benefit of the carve-outs) in effect pursuant to one or more financing or other orders entered by the Bankruptcy Court. The Company will use its best efforts to ensure that, to the fullest extent permitted by law, any confirmed Plan in the Bankruptcy Case contains typical and customary release provisions (both from the Company and from third parties) and exculpatory provisions releasing and discharging Guggenheim Securities and the other Covered Persons (as defined in the Annex) from any claims or causes of action related to the Company or the engagement described in this Agreement.

As used herein, the term "Bankruptcy Case" means any liquidation, bankruptcy, conservatorship, receivership, insolvency or other similar proceeding or arrangement entered into or commenced in any bankruptcy court (the "Bankruptcy Court") or other court or subject to any other authority or agency in the United States or any other applicable jurisdiction (each, together with any court, an "Insolvency Authority") by or against the Company or any of its subsidiaries or controlled affiliates, whether individually or on a consolidated basis, under chapter 11 ("Chapter 11") of title 11 of the United States Code, 11 U.S.C. §§ 101 *et. seq.* (the "Bankruptcy Code") or any other applicable liquidation, bankruptcy, conservatorship, receivership, insolvency or similar debtor relief laws (collectively, the "Debtor Relief Laws") of the United States or other applicable jurisdiction.

10. THE COMPANY ACKNOWLEDGES AND AGREES THAT (I) GUGGENHEIM SECURITIES WILL ACT SOLELY IN THE CAPACITIES DESCRIBED IN SECTION 1 HEREOF IN CONNECTION WITH ANY TRANSACTION AND (II) THIS AGREEMENT DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED COMMITMENT OR UNDERTAKING ON THE PART OF GUGGENHEIM SECURITIES AND/OR ITS AFFILIATES TO UNDERWRITE, PROVIDE OR PLACE ALL OR ANY PART OF ANY FINANCING TRANSACTION AND DOES NOT ENSURE OR GUARANTEE THE SUCCESSFUL ARRANGEMENT, PLACEMENT OR COMPLETION OF ANY RESTRUCTURING TRANSACTION, LIABILITY MANAGEMENT TRANSACTION, FINANCING TRANSACTION OR ANY PORTION THEREOF OR ANY SALE TRANSACTION.
11. EACH OF GUGGENHEIM SECURITIES AND THE COMPANY (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY LAW, ON BEHALF OF ITS RESPECTIVE EQUITY HOLDERS AND CREDITORS) HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY

Cyxtera Technologies, Inc.
Amended and Restated as of April 1, 2023
Effective as of December 14, 2022
Page 14

JURY IN RESPECT OF ANY CLAIM BASED UPON, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

12. This Agreement will be deemed to be made in the State of New York. This Agreement and all controversies arising hereunder or directly or indirectly relating hereto will be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to such state's rules concerning conflicts of laws that might provide for any other choice of law. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, or against public policy, the remainder of the terms, provisions, covenants and restrictions contained herein will remain in full force and effect and will in no way be affected, impaired or invalidated.
13. For the convenience of the parties hereto, any number of counterparts of this Agreement may be executed by the parties hereto, each of which will be an original instrument and all of which taken together will constitute one and the same Agreement. Delivery of a signed counterpart of this Agreement by e-mail in portable document format or comparable means of digital transmission will constitute valid and sufficient delivery thereof.
14. Effective as of April 1, 2023 (the "A&R Date"), this Agreement amends and restates in its entirety that certain letter agreement dated as of December 14, 2022 among the Company and Guggenheim Securities (the "Original Agreement"), it being understood and agreed that the Original Agreement, as amended and restated by this Agreement as of the A&R Date, and Guggenheim Securities' engagement hereunder and thereunder, has been continuously in effect and continues in full force and effect, on an uninterrupted basis, from the date of the Original Agreement, and any of the parties' rights accrued under the Original Agreement shall (except to the extent specifically amended and/or restated hereby) continue to so remain in effect from and after the A&R Date in accordance with and subject to the terms hereof.



Cyxtera Technologies, Inc.
Amended and Restated as of April 1, 2023
Effective as of December 14, 2022
Page 15

We are delighted to accept this engagement and look forward to working with you on this important assignment. Please confirm that the foregoing is in accordance with your understanding by signing in the space provided below and returning to us a duplicate of this Agreement, which will thereupon constitute a binding agreement between Guggenheim Securities and the Company.

Very truly yours,

GUGGENHEIM SECURITIES, LLC

By:



Malcolm Morris
Senior Managing Director

ACCEPTED AND AGREED TO:

CYXTERA TECHNOLOGIES, INC.

By:



Nelson Fonseca
Chief Executive Officer

ANNEX

Additional Provisions

Capitalized terms used herein without definition will have the meanings ascribed thereto in the letter agreement dated as of December 14, 2022 (as amended and restated as of April 1, 2023, and as may be further amended from time to time) between Cyxtera Technologies, Inc. and Guggenheim Securities, LLC.

- A. During the period of Guggenheim Securities' engagement hereunder, the Company will furnish or arrange to have furnished to Guggenheim Securities all information concerning the Company, any Transaction and, to the extent within the Company's control, any Transaction Counterparty that Guggenheim Securities reasonably requests for purposes of this engagement and will provide Guggenheim Securities with reasonable access, during regular business hours, to the Company's and, to the extent within the Company's control, any such Transaction Counterparty's officers, directors, employees, affiliates, appraisers, independent accountants, legal counsel and other agents, consultants and advisors (collectively with respect to any person or entity, its "Representatives"). In addition, the Company agrees promptly to advise Guggenheim Securities of any material event or change in the business, affairs and/or condition (financial or otherwise) of the Company and, to the extent within the Company's knowledge, any Transaction Counterparty that occurs during the period of Guggenheim Securities' engagement hereunder. The Company represents and warrants that all information (other than Forward-Looking Information (as defined below)) (i) made available by the Company or its Representatives to Guggenheim Securities or any Transaction Counterparty, (ii) contained in any offering or sales memorandum, offering circular or similar disclosure document for any Transaction and/or posted on any online data-room in connection with any Transaction (as amended and supplemented from time to time, any "Disclosure Materials"), or (iii) contained in any filing by the Company with (a) any Insolvency Authority (including, without limitation, any Plan), or (b) the U.S. Securities and Exchange Commission (the "SEC"), any other governmental or regulatory agency or commission (including, without limitation, any stock exchange) or any rating agency (each of the foregoing, an "Agency") with respect to any Transaction, in all such cases will, at all times during the period of the engagement of Guggenheim Securities hereunder, be true, complete and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which such statements are made, not misleading. The Company further represents and warrants that any Forward-Looking Information furnished by the Company or its Representatives to Guggenheim Securities, any Transaction Counterparty, any applicable Insolvency Authority and/or any Agency, or contained in any Disclosure Materials, will have been prepared in good faith and will be based upon assumptions which, in the light of the circumstances under which they are made, are reasonable and will reflect the best then-currently available estimates and judgments of the Company's senior management as to the expected future performance of the relevant business, legal entity or assets. Each of the parties hereto acknowledges and agrees that the information provided by the Company hereunder is subject to the terms of that certain Confidentiality and Non-Disclosure Agreement dated August 19, 2020 between Cyxtera Technologies, Inc. and Guggenheim Securities (as amended by that certain letter agreement between the parties hereto on December 7, 2022, the "Confidentiality Agreement"), and that any Confidential Information (as defined in the Confidentiality Agreement) may be used by Guggenheim Securities and its Representatives for purposes of Guggenheim Securities' and its Representatives' provision of advice and services pursuant to this Agreement.
- B. The Company acknowledges, agrees and confirms that the Company will be solely responsible for the contents of any Disclosure Materials and that, in providing its services pursuant to this Agreement, Guggenheim Securities (i) is and will be entitled to rely upon and assume – and does not and will not assume responsibility, obligation or liability for – the accuracy, completeness, reasonableness and achievability of any and all information furnished by or discussed with the Company, any Transaction Counterparty and their respective Representatives, or available from public sources, data suppliers and

other parties; (ii) will have no responsibility or obligation to independently verify such information or to conduct any independent evaluation or appraisal of the assets or liabilities (including any contingent, derivative or off-balance sheet assets and liabilities) of the Company, any Transaction Counterparty or any other party; (iii) will assume that all financial projections, other estimates and other forward-looking information (collectively, "Forward-Looking Information") that may be furnished by or discussed with the Company, any Transaction Counterparty and their respective Representatives will have been reasonably prepared and reflect the best then-currently available estimates and judgments of the furnishing party's senior management as to the expected future performance of the relevant business, legal entity or assets and the realization of any such synergies; (iv) will express no view, opinion, representation, guaranty or warranty regarding the reasonableness or achievability of any such Forward-Looking Information or the assumptions upon which they are based; and (v) will have no responsibility or obligation to evaluate the solvency of the Company, any Transaction Counterparty or any other party under any relevant law relating to bankruptcy, insolvency or similar matters. The Company further acknowledges and agrees that any due diligence investigation conducted by Guggenheim Securities in connection with its engagement hereunder will be limited solely to performing such review as it may deem necessary for its own purposes in connection with its engagement hereunder and will not be on behalf of the Company or any other party.

- C. The Company hereby authorizes Guggenheim Securities to use and distribute the Disclosure Materials and other information and documents provided by the Company pursuant to this Agreement to solicit the applicable Transaction Counterparties in connection with any Transaction. The Company further authorizes the negotiation and execution by Guggenheim Securities of confidentiality agreements (in a form approved by the Company) on the Company's behalf with Transaction Counterparties in connection with any Transaction.

In the event that, during the period of the engagement of Guggenheim Securities hereunder, the Company and/or any of its Representatives is/are contacted by or on behalf of any party concerning the possibility of a Transaction, the Company will promptly so inform Guggenheim Securities so that it can evaluate such party and its interest and assist the Company in any subsequent discussions. The Company also will disclose any discussions, negotiations or inquiries with respect to the Company and/or any Transaction that have occurred during the one year period prior to the date of this Agreement. In addition, the Company also will promptly inform Guggenheim Securities in the event that the Company retains any legal counsel, consultant or other advisor or Representative in connection with any Transaction. The Company will keep confidential and will not disclose or distribute to any person (other than on a confidential need-to-know basis to the Company's officers, directors, employees, independent accountants and legal counsel) the Disclosure Materials or any other materials related to any Transaction, or otherwise advertise to or solicit Transaction Counterparties with respect to any Transaction without Guggenheim Securities' prior consent.

- D. All advice (written or oral) provided by Guggenheim Securities in connection with Guggenheim Securities' engagement (i) is intended solely for the benefit and use of the Company's Board of Directors (solely in its capacity as such) and senior management, (ii) is not and will not be deemed to constitute a recommendation to the Company's Board of Directors (or any similar governing body) or the Company with respect to any Transaction or any other matter and (iii) is not intended for the benefit or use by, and with respect to any Transaction will not constitute any recommendation to, the Company's controlling stockholder(s) or member(s) or other stockholders, members, creditors or any other constituency. The Company agrees that, notwithstanding any expiration or termination of Guggenheim Securities' engagement, no such advice will be used or relied upon for any other purpose or by any other person or entity, be disclosed publicly or made available to third parties or be reproduced, disseminated, quoted from or referred to at any time, in any manner or for any purpose, nor will any public references to Guggenheim Securities be made by the Company, in each case without Guggenheim Securities' prior written consent.

In providing its services to the Company pursuant to this Agreement, Guggenheim Securities is not

assuming any responsibility for the Company's underlying business and financial decision to pursue, endorse, support or effect (or not pursue, endorse, support or effect) any business or financial strategy or to effect or not to effect any Restructuring Transaction, Liability Management Transaction, Financing Transaction, Sale Transaction and/or any other transaction. The Company agrees that Guggenheim Securities will not have any obligation or responsibility to provide, nor will Guggenheim Securities be deemed to have provided, any (i) legal, accounting, audit, tax, actuarial or other specialist advice for or to the Company, (ii) "crisis management" or business consultant services for or to the Company, (iii) professional services related to designing or implementing operational, organizational, administrative, cash management or liquidity improvements related to the Company or (iv) fairness or valuation opinions or any advice or opinions with respect to solvency in connection with any Transaction or a liquidation analysis prepared in connection with a bankruptcy case or any other purpose.

- E. In connection with any Transaction constituting a Financing Transaction or otherwise involving any offer or sale of securities ("Securities") within the meaning of the Securities Act (any of the foregoing transactions, a "Covered Transaction"), the Company represents, warrants and agrees that:

- (i) During the period of the engagement of Guggenheim Securities hereunder, neither the Company nor any person or entity acting on its behalf will, directly or indirectly (except through Guggenheim Securities or, in connection with a Covered Transaction that constitutes an Other Advisor-Led Transaction, such applicable Other Advisor), sell or offer, or attempt or offer to dispose of, or solicit any offer to buy, or otherwise approach or negotiate with respect to, any Securities to be issued or sold in connection with any Covered Transaction, or any securities of the same or similar class as such Securities, or take any other action so as to cause the offer and sale of the Securities to fail to be entitled to exemption from the registration requirements of the Securities Act. None of the Company and its affiliates and related entities nor any person or entity acting on its or their behalf has done any of the foregoing during the six months preceding the date of this Agreement, and no such offers or sales are currently being made or contemplated (in each case, whether pursuant to outstanding warrants, options, convertible or exchangeable securities, acquisition agreements or otherwise). As used in this Agreement, the terms "offer" and "sale" have the meanings specified in Section 2(a)(3) of the Securities Act.
- (ii) Neither the Company nor any other person or entity acting on its behalf will offer or sell any Securities by any form of general solicitation or general advertising, including but not limited to the methods described in Rule 502(c) under the Securities Act, or engage in any directed selling efforts within the meaning of Regulation S thereunder. No person or entity acting on the Company's behalf is subject to a disqualification described in Rule 506(d) as promulgated under the Securities Act.
- (iii) In connection with any Transaction involving any offer or sale of Securities, the Company will furnish and make available to each Transaction Counterparty the information and provide each such Transaction Counterparty with the opportunity to ask questions and receive answers as required by Rule 502(b) under the Securities Act. Without duplication of the foregoing, in connection with any Financing Transaction, the Company will actively cooperate with Guggenheim Securities in connection with (i) the preparation of marketing materials and other Disclosure Materials in form and substance satisfactory to Guggenheim Securities to be used in connection with the marketing of the Transaction, including, without limitation, (a) providing all of the information described above in paragraph (A) of this Annex and (b) using commercially reasonable efforts to obtain all such credit ratings from such applicable rating agencies as deemed advisable by Guggenheim Securities in connection with such marketing efforts, and (ii) the presentation of one or more information packages acceptable in format and content to Guggenheim Securities in meetings and other communications with prospective Transaction Counterparties or agents in connection with the marketing of the Transaction (including, without limitation, direct contact between senior management and other Representatives, with appropriate seniority and expertise, of the Company

with prospective Transaction Counterparties and participation of such persons in applicable meetings or road shows).

- (iv) Each Covered Transaction will be documented through definitive transaction documents (the "Covered Transaction Documents") entered into among the Company and the applicable Transaction Counterparties, which will be in form and substance reasonably satisfactory to Guggenheim Securities and which will contain customary representations, warranties, covenants, indemnification provisions and closing conditions. The Company agrees that upon any sale of Securities it will deliver or cause to be delivered to Guggenheim Securities and/or its affiliates and related entities an opinion from the Company's legal counsel as to the absence of a requirement to register the Securities under the Securities Act.
- (v) All representations, warranties or agreements made or given by the Company to any Transaction Counterparty and by any Transaction Counterparty to the Company in connection with any Covered Transaction also will extend for the benefit of Guggenheim Securities in its capacity as the Company's financial advisor, investment banker, placement agent and/or arranger (or other similar title or role), as the case may be; and upon any closing of any Covered Transaction, the Company will deliver or cause to be delivered to Guggenheim Securities copies of the Covered Transaction Documents and other closing deliverables (including, without limitation, opinions and "*comfort*" and "*negative assurance*" letters from the Company's independent auditors and counsel). Any document referred to in the preceding sentence that is provided to any Transaction Counterparty also will be addressed to Guggenheim Securities as the Company's placement agent and/or arranger (or other similar title or role), as the case may be, or will state that Guggenheim Securities will be entitled to rely upon such document to the same extent as if it had been addressed to Guggenheim Securities in such capacity.
- (vi) The Covered Transaction Documents will contain representations of each Transaction Counterparty (for itself and for each account for which such Transaction Counterparty is acquiring Securities or otherwise participating in such Transaction) including that (x) such person (1) is an "accredited investor" within the meaning of Rule 501(a) under the Securities Act and an "institutional account" within the meaning of Rule 4512 of the Financial Industry Regulatory Authority, (2) in connection with a Transaction involving an offer or sale of Securities, is purchasing the Securities without a view to distribution thereof within the meaning of the Securities Act and agrees not to reoffer or resell the Securities except pursuant to an exemption from registration under the Securities Act or pursuant to an effective registration statement thereunder (it being understood, however, that the disposition of such person's property will at all times be within such person's control), (3) has carefully reviewed any Disclosure Materials and has been furnished with all other materials that it considers relevant to its participation in such Transaction and, if applicable, its investment in the Securities, (4) has had a full opportunity to ask questions of and receive answers from the Company or any person or persons acting on behalf of the Company concerning the terms and conditions of such Covered Transactions and, if applicable, such investment in the Securities, and (5) is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, including, without limitation, Guggenheim Securities, except for the statements, representations and warranties contained in the relevant Covered Transaction Documents, and (y) no statement or printed material which is contrary to the Disclosure Materials has been made or given to any Transaction Counterparty by or on behalf of the Company.
- (vii) The Company agrees reasonably promptly from time to time to take such actions as Guggenheim Securities may reasonably request in connection with marketing the Covered Transaction (including the Securities), including but not limited to registration or qualification of the Securities for offering and sale as a private placement under the laws of such jurisdictions as Guggenheim Securities may

reasonably request. Any applicable filings will be prepared by the Company's legal counsel, whose fees and disbursements in connection therewith will be for the account of the Company.

In the event that any Covered Transaction takes the form of an offering under Rule 144A or Regulation S under the Securities Act and/or an exchange or tender offer in respect of which Guggenheim Securities may act as a dealer manager (or in such other similar role or capacity), it is understood and agreed, as a predicate to Guggenheim Securities providing advice or services hereunder in connection therewith, that the Company will upon request enter into a separate purchase agreement, dealer manager agreement or other similar agreement with Guggenheim Securities appointing Guggenheim Securities as lead initial purchaser or lead manager or dealer manager (or in such other similar role or capacity), as the case may be, in connection with such Covered Transaction on terms and conditions (including receipt of internal committee approvals), and containing representations, warranties, covenants, indemnification and other provisions, as are, in each case, customary for Guggenheim Securities for similar transactions, which terms and conditions will be mutually acceptable to the Company and Guggenheim Securities.

- F. The Company agrees that, until the expiration or termination of Guggenheim Securities' engagement hereunder, neither the Company nor any person or entity acting on its behalf will (other than through Guggenheim Securities or, in connection with a Financing Transaction that constitutes an Other Advisor-Led Transaction, such applicable Other Advisor) initiate, solicit or enter into any discussions or negotiations with any potential Investors or other third parties (including without limitation, financial institutions, consultants, brokers, placement agents, underwriters or similar parties) intended to result in a Financing Transaction, in whole or in part.
- G. The Company hereby acknowledges that Guggenheim Securities and its affiliates and related entities engage in a wide range of financial services activities for their own accounts and the accounts of customers, including asset and investment management, insurance services, investment banking, corporate finance, mergers and acquisitions, restructuring, merchant banking, fixed income and equity sales, trading and research, derivatives, foreign exchange and futures. In the ordinary course of these activities, Guggenheim Securities or its affiliates and related entities may (i) provide such financial services to the Company and/or any other Interested Party (as defined below), for which services Guggenheim Securities or certain of its affiliates and related entities have received, and may receive, compensation and (ii) directly or indirectly, hold long or short positions, trade and otherwise conduct such activities in or with respect to certain debt or equity securities, bank debt, trade- and vendor-related obligations and liabilities and derivative products of or relating to any Interested Party. In particular, certain of Guggenheim Securities' asset management affiliates and related entities and accounts managed by such affiliates and related entities may arrange or participate in financing for or by any Interested Party in connection with any Transaction or otherwise. Furthermore, Guggenheim Securities and its affiliates and related entities and its and their respective Representatives may have public and private investments, lending arrangements and other relationships, including investments and business relationships held in a personal capacity as an advisor, consultant, board member or otherwise, in or with the Company and other Interested Parties.

For purposes hereof, the term "Interested Party" includes, without limitation, the Company, the Company's equity holder(s) or member(s) or creditors (including without limitation BC Partners LLP), any Transaction Counterparty, other participants in any Transaction and the respective affiliates, subsidiaries, investment funds and portfolio companies of each of the foregoing parties.

In addition, at any given time, Guggenheim Securities and its affiliates and related entities and its and their respective Representatives may be engaged by and have business and personal relationships with one or more entities that may be competitors with, or otherwise adverse to, the interests of the Company or another Interested Party. As a result, it is possible that Guggenheim Securities and its affiliates and related entities and its and their respective Representatives may from time to time be involved in one or more

capacities that, directly or indirectly, may be or may be perceived as being adverse to the interests of the Company or another Interested Party in the context of a potential Transaction or otherwise. Moreover, Guggenheim Securities and its affiliates and related entities, and its and their respective Representatives may, in the course of such other relationships, have or in the future acquire or come into possession of information material to the interests of the Company or another Interested Party in the context of a potential or actual Transaction or otherwise, which, by virtue of such other relationships, Guggenheim Securities is not and will not be at liberty to disclose.

The Company understands and acknowledges that Guggenheim Securities, its affiliates or related entities and/or its or their respective directors, officers and/or employees may participate as a principal in connection with any Transaction effected by the Company. The Company hereby expressly acknowledges the benefits to it of Guggenheim Securities' and/or such parties' activities in this regard and, on behalf of itself and its Representatives, waives and releases, to the fullest extent permitted by law, any claims that it or any of its Representatives may have against Guggenheim Securities, its affiliates or related entities and/or its or their respective directors, officers and/or employees with respect to any actual or perceived conflict of interest that may result from Guggenheim Securities' and/or such parties' activities in this regard.

Notwithstanding the foregoing, Guggenheim Securities agrees that, during the period of its engagement pursuant to this Agreement, Guggenheim Securities' investment banking department will not provide any investment banking services to any Transaction Counterparty specifically in connection with any Covered Transaction.

Consistent with applicable legal and regulatory guidelines, Guggenheim Securities has adopted certain policies and procedures to establish and maintain the independence of its research departments and personnel. As a result, Guggenheim Securities' research analysts may hold views, make statements or investment recommendations and/or publish research reports with respect to the Company, any other Interested Party and/or any Transaction that differ from the views of Guggenheim Securities' investment banking personnel.

Any financing, derivative or other transactions executed by Guggenheim Securities, its affiliates or related entities and/or its or their respective directors, officers and/or employees as principal, lender, noteholder, initial purchaser, placement agent, arranger or other similar role arising out of or relating to any Transaction or otherwise, including any commitment to underwrite, provide, place or purchase any financing or securities, will be negotiated, entered into and performed on an arm's length basis independent of this engagement. Nothing herein will constitute an express or implied agreement or commitment of any kind by Guggenheim Securities and/or its affiliates and related entities with respect to any such financing, derivative or other transactions. The Company, on its own behalf and on behalf of its affiliates, hereby expressly confirms that it and its affiliates will independently make their own analyses and decisions with respect to any such financing, derivative or other transactions based on such information as they deem appropriate and without reliance upon this engagement or any services or financial advice provided by Guggenheim Securities hereunder.

Without limitation of the foregoing, the Company hereby acknowledges and agrees that Guggenheim Securities, any of its affiliates and related entities and/or any of its or their respective Representatives (collectively, "GS Persons") may at any time (whether on, prior to or after the date hereof) be or become an investor in respect of the debt, equity and/or equity-linked securities of any Interested Party (in such capacity, a "Participating Investor," and any such investment, a "Participating Investment"). The Company acknowledges and agrees for itself and its affiliates that any Participating Investor (a) will be under no obligation or duty, whether as a result of Guggenheim Securities' role, engagement and/or provision of its advice or services pursuant to this Agreement or otherwise, to take any action or refrain from taking any action, or exercising any rights or remedies, that such Participating Investor may be

entitled to take or exercise in respect of its Participating Investment, and (b) may manage its exposure and take any action or refrain from taking any action with respect to such Participating Investment without regard to Guggenheim Securities' engagement hereunder. The Company further agrees not to assert any claim against Guggenheim Securities or any GS Person based on any actual or potential conflict of interest that might be asserted to arise or result from, on the one hand, the engagement of Guggenheim Securities to provide financial advisory services under this Agreement and, on the other hand, any GS Person's relationship with any Interested Party as a Participating Investor.

- H. The Company agrees that Guggenheim Securities may, at any time after public announcement of any proposed or definitive Transaction, (i) publicize (whether in the form of a so-called "tombstone," case study or otherwise) its involvement in such Transaction in customary investment banking pitchbooks, other client-oriented marketing materials (including e-mail blasts), Guggenheim Partners, LLC's and/or Guggenheim Securities' websites and certain other customary media (including, without limitation, newspapers, periodicals, annual reports and other publicly-disseminated marketing materials) and (ii) include in such publicity the Company's name and logo and a description of Guggenheim Securities' role in connection with such Transaction; *provided, however,* that Guggenheim Securities will not disclose any information regarding such Transaction which is not already publicly available (except that, in any event, Guggenheim Securities may disclose its involvement in connection with such Transaction). If requested by Guggenheim Securities, the Company agrees to use its commercially reasonable efforts to include a mutually acceptable reference to Guggenheim Securities and its role in connection with such Transaction in any press release or other public announcement which may be issued in connection with the matters described in this Agreement.
- I. To help the United States government fight the funding of terrorism and money laundering activities, the federal law of the United States requires all financial institutions to obtain, verify and record information that identifies each person with whom they do business as a condition to doing such business. Accordingly, the Company will provide Guggenheim Securities upon request with certain identifying information or documents sufficient to verify the Company's identity, including a government-issued identification number (*e.g.*, a US taxpayer identification number) and certain other information or documents necessary to verify the Company's identity (*e.g.*, a certificate of incorporation, a government-issued business license, a partnership agreement or a trust instrument). The Company represents and warrants that (x) the Company and each of its affiliates has complied and will comply with the USA Patriot Act, the U.S. Bank Secrecy Act and locally applicable anti-money laundering and anti-terrorism laws and regulations ("AML Laws") and (y) none of the proceeds of any Transaction will, directly or (to its knowledge) indirectly, be derived from or used for any purpose in violation of AML Laws.
- J. The Company represents and warrants that none of (i) the Company nor any of its directors, officers or employees, (ii) any person or entity controlling or controlled by the Company, (iii) to the best of its knowledge, any person or entity having a beneficial ownership interest in the Company and (iv) to the best of its knowledge, any subsidiary or affiliate or other person or entity for whom the Company acts as an agent or nominee is the subject of sanctions imposed by the United States (including, without limitation, by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the U.S. Department of State), the European Union, the United Nations, His Majesty's Treasury-UK or locally applicable sanctions laws ("Sanctions Laws") or located in or a resident of a country who is, or whose government is, the subject of Sanctions Laws, including Cuba, Iran, North Korea, Syria or the Crimea, Donetsk and Luhansk regions of Ukraine (each, a "Sanctioned Jurisdiction"). The Company represents and warrants that it will not, in connection with the services rendered under this Agreement, engage or transact, either directly or indirectly, with any person or entity that is the subject of Sanctions Laws or located in or a resident of a Sanctioned Jurisdiction. The Company further represents that none of the proceeds of any Transaction will, directly or (to its knowledge) indirectly, be derived from or used for any purpose prohibited under Sanctions Laws or involving a Sanctioned Jurisdiction.

- K. The Company represents and warrants that it has complied and will comply with the US Foreign Corrupt Practices Act, the UK Bribery Act and any locally applicable anti-bribery or corruption laws (“Anti-Bribery Laws”), and has not and will not violate these laws. In connection with this Agreement, neither the Company nor any person or entity acting on its behalf, shall authorize the giving of, offer or promise to give, undue pecuniary or other advantage, or anything of value to a Public Official, or any other party in violation of Anti-Bribery Laws. As used herein, the term “Public Official” includes (a) any officer or employee of a government or any government department or agency; (b) any person or entity acting in an official capacity for or on behalf of a government or any government department or agency; (c) any officer or employee of a government investment vehicle owned or funded by a government, including but not limited to currency reserve funds, government-employee pension funds, and sovereign wealth funds; (d) any officer or employee of a company or business that is 25% or more owned or controlled by a government agency (even if such agency is not considered a public official under local law); (e) any officer or employee of a public international organization, such as the World Bank or the United Nations; (f) any officer or employee of a political party or any person or entity acting in an official capacity on behalf of a political party; and (g) any candidate for political office. The Company further represents that none of the proceeds of any Transaction will, directly or (to its knowledge) indirectly, be derived from or used for any purpose in violation of Anti-Bribery Laws.
- L. Notwithstanding anything to the contrary herein, the Company and its Representatives will have no obligation to Guggenheim Securities to maintain the confidentiality of the tax treatment and tax structure of any Transaction or any portions of any materials of any kind (including opinions or other analyses) that are provided to the Company relating to such tax treatment and tax structure. Regardless of any discussion of federal tax issues contained or referred to in any materials prepared by Guggenheim Securities in connection with its engagement hereunder, the Company understands and acknowledges that Guggenheim Securities does not provide, and will not be deemed to have provided, legal, tax, accounting, actuarial or other specialist advice; accordingly, the Company will consult its own legal, tax, accounting, actuarial and other professional advisors in connection with any Transaction or any other matter.
- M. Each of the Company and Guggenheim Securities irrevocably (i) submits to the jurisdiction of any court of the State of New York located in the Borough of Manhattan and/or the United States District Court for the Southern District of New York for the purpose of any suit, action or other proceeding arising out of this Agreement or any of the agreements or transactions contemplated hereby (each, a “Proceeding”), (ii) agrees that all claims in respect of any Proceeding may be heard and determined in any such court, (iii) waives, to the fullest extent permitted by law, any immunity from jurisdiction of any such court or from any legal process therein, (iv) agrees that such courts will have exclusive jurisdiction over any claims in any Proceeding, (v) agrees not to commence any Proceeding other than in such courts and (vi) waives, to the fullest extent permitted by law, any claim that such Proceeding is brought in an inconvenient forum or venue that is otherwise improper.

Notwithstanding the foregoing, in the event the Company is or becomes a debtor in a Bankruptcy Case (whether voluntarily or involuntarily) and that Guggenheim Securities has been retained (pursuant to a final order by the Bankruptcy Court) to advise the Company in connection with such Bankruptcy Case in accordance with the terms of the Agreement, then during any such Bankruptcy Case any actions and proceedings arising out of or relating to this Agreement also may be heard and determined by the Bankruptcy Court or any court having appellate jurisdiction over the Bankruptcy Court. If the Bankruptcy Court declines to assert jurisdiction over such proceedings or if the reference is withdrawn to the United States District Court, then such proceedings will be heard and determined as described in clause (i) of the immediately preceding paragraph.

The Company hereby irrevocably consents to the service upon it of process of any of the aforementioned courts in any such Proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Company at its address set forth above (or at such other address where it is located, if the

above address is no longer correct), such service to become effective ten (10) business days after such mailing.

- N. The Company acknowledges and agrees that Guggenheim Securities will act under this Agreement as an independent contractor with obligations solely to the Company and is not being retained hereunder to advise the Company as to the underlying business and/or financial decision to consummate any Transaction or with respect to any related financing, derivative or other transaction. Nothing in this Agreement or the nature of Guggenheim Securities' financial advisory or other services will be deemed to create a fiduciary or agency relationship between (i) Guggenheim Securities and (ii) the Company or its equity holders, members, creditors, employees or any other Interested Party in connection with any Transaction or otherwise. The Company further acknowledges and agrees that Guggenheim Securities is not the agent of and is not authorized to bind the Company with respect to any action or decision. Other than as set forth in the Indemnification Provisions attached hereto or with respect to the Covered Persons (as defined and discussed below), nothing in this Agreement is intended to confer upon any other person or entity (including, without limitation, any of the Company's equity holders, members, creditors or employees, or any other Interested Party) any rights or remedies hereunder or related hereto. The Company agrees that Guggenheim Securities and its affiliates and related entities, each of its and their controlling persons (within the meaning of the US federal securities laws), stockholders, members, directors, officers, managers, employees, consultants, legal counsel and agents and each of its and their respective heirs, successors and assigns (all of the foregoing, "Covered Persons") will not have any liability (including without limitation, liability for any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements) in contract, tort or otherwise to the Company or to any person or entity claiming through the Company or in the Company's right in connection with the engagement of Guggenheim Securities pursuant to this Agreement, the matters contemplated hereby or any Transaction or conduct in connection therewith, except, with respect to any Covered Person, to the extent such liability is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily from the gross negligence, bad faith or willful misconduct of such Covered Person. The Company further agrees that Guggenheim Securities will have no responsibility for any act or omission by any of the Company's other Representatives.
- O. The Company hereby represents and warrants that: (a) it is an "institutional account" within the meaning of FINRA Rule 4512(c), and that it has sufficient knowledge and experience in financial and business matters to be capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies involving a security or securities, as well as with regard to the economic risks and merits of any Transaction, and of assessing the suitability of such investments for its purposes, and (b) it has made and will continue to exercise its own independent judgment in evaluating Guggenheim Securities' advice hereunder and make its own inquiry and analysis with respect to any Transaction, and other terms thereof, and it has not relied upon and does not intend to rely upon any statement by Guggenheim Securities or any of the Covered Persons in connection with such inquiry or analysis or in connection with entering into and/or consummating any Transaction.
- P. The Company has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized by all necessary action on the part of the Company and has been duly executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable in accordance with its terms (subject to bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity).
- Q. This Agreement (including this Annex and the Indemnification Provisions attached thereto) and the Confidentiality Agreement embody the entire agreement and understanding of the Company and Guggenheim Securities with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings relating to the subject matter hereof and thereof. The provisions of this

Agreement may not be waived, modified, amended or supplemented except pursuant to a writing (email being acceptable) agreed between Cyxtera Technologies, Inc. and Guggenheim Securities. This Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns (including, in the case of the Company, any successor to all or a portion of the assets and/or the businesses of the Company under a Plan).

INDEMNIFICATION PROVISIONS

Capitalized terms used herein without definition will have the meanings ascribed thereto in the letter agreement dated as of December 14, 2022 (as amended and restated as of April 1, 2023, and as may be further amended from time to time) between Cyxtera Technologies, Inc. and Guggenheim Securities, LLC. As used in these Indemnification Provisions, the term “Guggenheim Securities” will be deemed to refer to and include each of Guggenheim Securities, LLC and its affiliates, each of its and their controlling persons (within the meaning of the US federal securities laws), stockholders, members, directors, officers, managers, employees, consultants, legal counsel and agents and each of its and their respective heirs, successors and assigns.

The Company hereby agrees to (a) indemnify and hold harmless Guggenheim Securities, to the fullest extent permitted by law, from and against any and all losses, claims, damages, obligations, penalties, judgments, awards and other liabilities (whether direct, joint and several or otherwise) as and when incurred by Guggenheim Securities (collectively, “Liabilities”) and (b) fully reimburse Guggenheim Securities for any and all reasonable and documented out-of-pocket fees, costs, expenses and disbursements (in all such cases, whether legal or otherwise) as and when incurred by Guggenheim Securities (collectively, “Expenses”), including those of investigating, preparing for (including, without limitation, preparing, reviewing or furnishing documents), participating in, defending against or giving testimony with respect to any private, regulatory, self-regulatory or governmental requests, inquiries, investigations, actions, claims, interrogatories, subpoenas, suits, litigation, proceedings or injunctions, whether or not in connection with any threatened or actual litigation, arbitration or other dispute resolution process and whether or not Guggenheim Securities is a direct party thereto (collectively, “Actions”), in the case of each of the foregoing clauses (a) and (b) whether directly or indirectly caused by, relating to, based upon, arising out of or in connection with any of the following: (w) any advice or services requested of, or rendered or to be rendered by, Guggenheim Securities pursuant to the Agreement, (x) any actions or inactions by Guggenheim Securities with respect to the Agreement, (y) any transaction or financing in connection with or related to the Agreement or (z) the determination and enforcement by Guggenheim Securities of its rights pursuant to the Agreement (including, without limitation, these Indemnification Provisions); *provided, however,* such indemnification agreement will not apply to any portion of any such Liability or Expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily from the gross negligence, bad faith or willful misconduct of Guggenheim Securities (an “Excluded Portion”) (and Guggenheim Securities shall refund to the Company any payment previously paid or reimbursed hereunder in respect of an Excluded Portion).

If any Action is commenced as to which Guggenheim Securities proposes to demand indemnification hereunder, it will notify the Company with reasonable promptness; *provided, however,* that any failure by Guggenheim Securities to notify the Company will not relieve the Company from its obligations hereunder, except to the extent to which the Company is materially prejudiced by such delay. If at any time during the pendency of any such Action, Guggenheim Securities determines in its good faith reasonable judgment that its interests with respect to such Action differ and/or conflict with the Company’s interests with respect to such Action, then Guggenheim Securities will have the right to retain legal counsel of its own choice to represent it, and the Company will pay the Expenses of such legal counsel; and such legal counsel will, to the extent it believes consistent with its professional responsibilities, cooperate with the Company and any legal counsel designated by the Company. Notwithstanding the foregoing, in no event will the Company be required to pay fees and expenses under this indemnity for more than one firm of attorneys (in addition to local counsel (to the extent required) and the counsel retained by the Company) representing each indemnified person in any jurisdiction in any one legal action or group of related legal actions. The Company will be liable for any settlement of any claim against Guggenheim Securities made with the Company’s written consent, which consent will not be unreasonably withheld. The Company will not, without the prior written consent of Guggenheim Securities, (a) settle or compromise any claim, (b) permit a default or (c) consent to any settlement or other such agreement or the entry of any judgment, in all of the foregoing cases in connection with or related to any Action with respect to which indemnification or contribution may be sought hereunder (whether or not Guggenheim Securities is an actual or potential party to such Action) or as to which any allegation of wrongful

acts or omissions by Guggenheim Securities is not denied; *provided, however,* that the Company may agree to any such settlement, compromise or judgment that (x) includes a full and unconditional release of Guggenheim Securities from all liability arising out of such Action and (y) does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of Guggenheim Securities, so long as in each case the Company confirms in writing and complies with its indemnification obligations hereunder with respect to such settlement, compromise or judgment.

In order to provide for just and equitable contribution, if a claim for indemnification pursuant to these Indemnification Provisions is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification is unavailable, in whole or in part, for any reason, then the Company, on the one hand, and Guggenheim Securities, on the other hand, will contribute to the Liabilities and Expenses to which the indemnified persons may be subject (a) in accordance with the relative benefits received (or anticipated to be received) by the Company, on the one hand, and Guggenheim Securities, on the other hand, in connection with Guggenheim Securities' engagement pursuant to the Agreement or (b) if the allocation provided by clause (a) immediately above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (a), but also the relative fault of the Company, on the one hand, and Guggenheim Securities, on the other hand, in connection with the statements, acts or omissions which resulted in such Liabilities and Expenses. The Company agrees for purposes of this paragraph that the relative benefits to the Company and Guggenheim Securities of any contemplated transaction or financing (whether or not consummated) will be deemed to be in the same proportion as the total value paid, received or issued or contemplated to be paid, received or issued to or by the Company and its equity holders, creditors or contract counterparties in connection with such transaction or financing bears to the fees paid or payable to Guggenheim Securities pursuant to the Agreement. Notwithstanding the foregoing, Guggenheim Securities will not be obligated to contribute any amount pursuant to this paragraph that exceeds the amount of fees previously received by Guggenheim Securities pursuant to the Agreement. Each of the Company and Guggenheim Securities hereby agrees that it would not be just and equitable if contribution pursuant to this paragraph were determined by pro rata allocation or by any other method which does not take into account the considerations referred to in this paragraph.

The Company's indemnification, contribution, reimbursement and other obligations pursuant to these Indemnification Provisions will be in addition to any liability that the Company may otherwise have, at common law or otherwise, to Guggenheim Securities and will be binding on the Company's successors and assigns. These Indemnification Provisions will (a) apply to Guggenheim Securities' engagement pursuant to the Agreement (including, without limitation, the Original Agreement), any activities or actions of Guggenheim Securities relating to such engagement occurring prior to the date of the Original Agreement and any subsequent modification of or amendment to this Agreement and (b) remain in full force and effect following consummation of any Transaction and any termination or expiration of Guggenheim Securities' engagement pursuant to the Agreement.

EXHIBIT 2

Amendment to Engagement Letter

GUGGENHEIM

GUGGENHEIM SECURITIES, LLC
330 MADISON AVENUE
NEW YORK, NEW YORK 10017
GUGGENHEIMPARTNERS.COM

Effective as of May 18, 2023

Cyxtera Technologies, Inc.
2333 Ponce De Leon Blvd., Suite 900
Coral Gables, FL 33134

Attention: Nelson Fonseca
Chief Executive Officer

Ladies and Gentlemen:

Reference is made to that certain letter agreement dated as of December 14, 2022 (as amended and restated as of April 1, 2023, together with the Annex and the Indemnification Provisions attached thereto, the “Engagement Letter”) between Cyxtera Technologies, Inc. (collectively, with its subsidiaries and controlled affiliates and as more fully described therein, the “Company”) and Guggenheim Securities, LLC (“Guggenheim Securities”). Capitalized terms used herein and not otherwise defined will have the respective meanings given to them in the Engagement Letter or Amended Engagement Letter (as defined below), as the context requires.

1. Further to the parties’ recent discussions concerning the matters described herein, and notwithstanding anything to the contrary in the Engagement Letter, this letter agreement (this “Amendment,” and the Engagement Letter, as amended by this Amendment, the “Amended Engagement Letter”) confirms the parties’ mutual understanding and agreement regarding such matters as follows:
 - (a) Section 4(b)(ii). The parties hereto hereby agree, effective immediately, to amend and restate Section 4(b)(ii) of the Engagement Letter in its entirety as follows:

“(ii) Any such Restructuring Transaction Fee will be payable promptly upon the consummation of any Restructuring Transaction (or, if earlier, upon such time as any Restructuring Transaction first becomes effective); *provided, however,* that the Restructuring Transaction Fee in connection with any Restructuring Transaction that is contemplated to be effectuated pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (the “Securities Act”), will be fully earned and payable on the date that definitive offer documents for the related exchange offer under Section 3(a)(9) of the Securities Act are first distributed to creditors whose claims would be affected thereby, without regard to the results of such exchange offer or any other contingency. For the avoidance of doubt, with respect to (and solely with respect to) any Restructuring Transaction effectuated pursuant to Section 3(a)(9) of the Securities Act, the only Restructuring Transaction Fee payable hereunder on account of each such Restructuring Transaction shall be the fee payable pursuant to the *proviso* clause in the immediately preceding sentence.”
 - (b) Section 4(d)(ii). The parties hereto hereby agree, effective immediately, to amend and restate Section 4(d)(ii) of the Engagement Letter in its entirety as follows:

Cyxtera Technologies, Inc.
May 18, 2023
Page 2

- “(ii) Financing Fees for any Financing Transaction will be payable upon the consummation of the related Financing Transaction.”
- (c) Section 4(e)(ii). The parties hereto hereby agree, effective immediately, to amend and restate Section 4(e)(ii) of the Engagement Letter in its entirety as follows:
 - “(ii) Any such Sale Transaction Fee will be payable promptly upon the consummation of any Sale Transaction.”
- 2. Except as specifically amended hereby, the Engagement Letter will remain in full force and effect, including without limitation any of the Company’s fee, indemnification, contribution and expense reimbursement obligations therein. To the extent any provision of the Engagement Letter is inconsistent with this Amendment, this Amendment will control. From and after the effective date of this Amendment, each reference in the Engagement Letter to “the/this Agreement,” “hereunder,” “hereby,” “hereof” or words of like import will mean and be a reference to the Engagement Letter and/or this Amendment and/or the Amended Engagement Letter, as the context requires.
- 3. This Amendment and all controversies arising hereunder or directly or indirectly relating hereto will be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to such state’s rules concerning conflicts of laws that might provide for any other choice of law. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, or against public policy, the remainder of the terms, provisions, covenants and restrictions contained herein will remain in full force and effect and will in no way be affected, impaired or invalidated.
- 4. For the purpose of any suit, action or other proceeding arising out of this Amendment, each of the parties hereto irrevocably submits to the jurisdiction of any court of the State of New York located in the Borough of Manhattan and/or the United States District Court for the Southern District of New York in accordance with the terms of paragraph (M) of the Annex attached to the Engagement Letter, *mutatis mutandis*.
- 5. For the convenience of the parties hereto, any number of counterparts of this Amendment may be executed by the parties hereto, each of which will be an original instrument and all of which taken together will constitute one and the same agreement. Delivery of a signed counterpart of this Amendment by e-mail in portable document format or comparable means of digital transmission will constitute valid and sufficient delivery thereof.

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Cyxtera Technologies, Inc.

May 18, 2023

Page 3

Please confirm that the foregoing is in accordance with your understanding by signing in the space provided below and returning to us a duplicate of this Amendment.

Very truly yours,

GUGGENHEIM SECURITIES, LLC



By:

Malcom Morris
Senior Managing Director

ACCEPTED AND AGREED TO:

CYXTERA TECHNOLOGIES, INC.

By:



Nelson Fonseca
Chief Executive Officer

Exhibit D

Schedule of Assumed Leases¹

¹ The above lease balance amounts are estimates from the Company provided on January 25, 2024. To the extent the Company provides updated lease balance amounts prior to any hearing on this Final Fee Application, and only to the extent that such updated lease balance amounts would result in a lower Sale Transaction Fee for Guggenheim Securities, Guggenheim Securities will file a supplement to this Final Fee Application using the updated lease balance amounts.

Site Code	Lease ID	Lease Name	Landlord Name	12/31/23 Balance (USD)
PHX1-A,B,C,D	L-AZ-PHX01-01	615 North 48th Street, Phoenix Master Agreement	Iron Mountain Data Centers	1,428,731
LAX3	L-CA-LAX03-01	17836 Gillette Avenue, Irvine - Lease Agreement	CPUS Irvine Crossing, LP	24,764,023
SFO1-A,C	L-CA-SFO01-02	2401 Walsh Avenue, Santa Clara PBB Lease	Digital Walsh 1, LLC	51,821,914
SFO1-B	L-CA-SFO02-02	2403 Walsh Avenue, Santa Clara PBB Lease	Digital Walsh 2, LLC	32,074,707
SFO2-A	L-CA-SFO03-01	4700 Old Ironsides Drive, Santa Clara - Lease	4700 Santa Clara Technology Partners, LLC	7,712,996
SFO2-B	L-CA-SFO04-01	4650 Old Ironsides Drive, Santa Clara - Lease	4650 Santa Clara Technology Partners, LLC	15,845,022
SFO3-A	L-CA-SFO05-01	1400 Kifer Road, Sunnyvale - Lease	DCII-1400 Kifer Road, LLC	7,404,287
SFO3-B	L-CA-SFO06-01	1320 Kifer Road, Sunnyvale - Industrial Lease Agreement	PSB Northern California Industrial Portfolio, LLC	4,195,804
SFO4-A	L-CA-SFO07-01	1500 Space Park Drive, Santa Clara - PBB Lease	Digital Space Park, LLC	57,277,682
SFO4-B	L-CA-SFO08-01	1550 Space Park Drive, Santa Clara - Data Center Lease	1550 Space Park Partners, LLC	38,554,105
DEN2-A	L-CO-DEN03-02	8534 Concord Center Drive, Englewood - PBB Lease	Medina DC 1 Assets, LLC	31,672,000
Office	L-CO-DEN04-01	9150 Commerce Center Circle, Highlands Ranch - Multi-Tenant Office/Warehouse Lease	Highlands Ranch Commerce Center, LLC	444,853
Office	L-FL-MIA01-01	2333 Ponce De Leon Blvd., Coral Gables - Lease Agreement	Prim Bac Colonnade, LLC	3,310,073
TPA1	L-FL-TPA01-01	9310 Florida Palm Drive, Tampa - Lease Agreement	EastGroup Properties, LP	909,439
ATL1-A	L-GA-ATL01-02	375 Riverside Parkway (Ste 145 & 150), Lithia Springs - PBB Lease	Medina DC 1 Assets, LLC	4,178,630
ATL1-B,C	L-GA-ATL01-03	375 Riverside Parkway (Ste 125 & 135), Lithia Springs - PBB Lease	Medina DC 1 Assets, LLC	20,057,883
LHR2-A	L-GB-LHR02-01	7 Greenwich View Place, London - Lease	Greenwich View Place Limited	11,899,797
LHR2-B	L-GB-LHR03-01	6 Greenwich View Place, London - Facilities Use Agreement	Telstra Limited	937,142
LHR3-A	L-GB-LHR05-01	Block B Eskdale Road, Winnersh-Lease	Winnersh Midco S.a r. l.	25,118,663
ORD1-A	L-IL-ORD01-01	350 East Cermak, Chicago - Lease Agreement	Digital Lakeside, LLC	8,216,505
ORD2	L-IL-ORD02-01	2425 Busse Road, Elk Grove Village - Building Lease	RREEF CPIF 2425 Busse Road, LLC	22,564,703
ORD1-B,C,D	L-IL-ORD03-01	350 East Cermak, Chicago - TKD Lease	Digital Lakeside, LLC	47,482,305
BOS1-A	L-MA-BOS02-01	580 Winter Street, Waltham - Lease	TW Conroy 2 LLC	6,913,991
BOS1-B	L-MA-BOS03-02	115 Second Avenue, Waltham - PBB Lease	Medina DC 2 Assets, LLC	35,638,000
MSP1	L-MN-MSP01-01	4450 Dean Lakes Boulevard, Shakopee - Lease Agreement	Compass Datacenters MSP I, LLC	17,108,001

EWR1	L-NJ-EWR01-01	210 Hudson Street, Jersey City - Agreement of Lease	M-C Plaza II & III LLC	2,162,293
EWR2-A,B	L-NJ-EWR02-03	300 Boulevard East, Weehawken - PBB Lease	Global Weehawken Acquisition Company, LLC	86,136,000
EWR2-C,D	L-NJ-EWR03-01	1919 Park Avenue, Weehawken - Lease	1919 Park Avenue Associates, LLC	33,375,046
EWR3-A,C	L-NJ-EWR04-03	3 Corporate Place, Piscataway - PBB Lease	Digital Piscataway, LLC	69,676,849
ABQ1	L-NM-ABQ01-01	400 Tijeras Avenue NW, Albuquerque - Sublease Agreement	CenturyLink Communications, LLC	4,394,970
CMH1	L-OH-CMH01-01	8180 Green Meadows Drive, Lewis Center - Lease	LD Acquisition Company 16, LLC	344,529
YYZ1	L-ON-YYZ01-02	6800 Millcreek Drive, Mississauga - PBB Lease	Garrison DC Property Management Ltd	22,668,955
YYZ2	L-ON-YYZ02-01	4175 14th Avenue, Markham - Lease	Neamsby Investments Inc.	2,390,451
Third-Party	L-OR-HIO01-01	8135 NE Evergreen Parkway, Hillsboro - Lease Agreement	Stack Infrastructure USA, LLC	1,656,240
DFW1-A,D	L-TX-DFW01-02	14901 FAA Boulevard, Fort Worth - PBB Lease	FAA Technology Partners, LLC	57,170,977
Office	L-TX-DFW04-02	15601 Dallas Parkway, Addison - Office Lease Agreement	FSP Addison Circle Limited Partnership	8,490,891
HND1	L-TY-HND01-01	1-2-1 Hitotsubashi Building, Tokyo - Agreement for Facilities Use Service and Maintenance	NTT Communications Corporation	1,694,331
IAD1-A,F	L-VA-IAD01-02	45901 Nokes Boulevard, Sterling - PBB Lease	Medina DC 2 Assets, LLC	24,523,104
IAD1-B	L-VA-IAD02-02	45845 Nokes Boulevard, Sterling - PBB Lease	Medina DC 2 Assets, LLC	21,802,226
IAD1-C,D,E	L-VA-IAD03-02	21110 Ridgetop Circle, Sterling - PBB Lease	Medina DC 2 Assets, LLC	39,962,691
IAD2-A,B	L-VA-IAD04-01	22810 & 22860 International Drive, Sterling - Deed of Lease	ACPF Nova Data Center, LLC	3,528,992
SEA1-A	L-WA-SEA01-01	12301 Tukwila International Blvd, Tukwila - Lease Agreement	International Gateway West LLC	30,770,535
SEA1-B	L-WA-SEA02-01	3355 South 120th Place, Tukwila - Data Center Lease Agreement	Sabey DataCenter LLC	50,736,484
SEA2	L-WA-SEA03-01	6101 South 180th Street, Tukwila - Lease Agreement	DCCO Tukwila, LLC	33,009,185
			Total:	972,026,003